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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Solicitors Bill.

THE SOLICITORS BILL, which proposes to extend the powers of the Discipline Committee, and to enable it to follow up an inquiry into a case of alleged professional misconduct by making the order of suspension or of striking off the roll, which can now be made only by the court, has been read a second time in the House of Lords.

The New Conveyancing Counsel.

THE VACANCY among the conveyancing counsel to the court occasioned by the retirement of Mr. EDWARD HUME has been filled by the appointment of Mr. BENJAMIN L. CHERRY. Mr. CHERRY, as is well known, is one of the committee who have assisted the Lord Chancellor in the drafting of the Real Property and Conveyancing Bills, and the skill with which he has performed his share of the task, as well as his standing as a conveyancer, has marked him out as the natural recipient of this distinction. Conveyancing can shew great names in the past. To go no further back, it required intellectual eminence of no mean order to effect the reforms which marked the early and later parts of the last century. The further reform now impending is comparable in importance with that resulting from the Fines and Recoveries Act of 1833, with its kindred statutes, and though ultimately it means a very much simplified system, yet the facility with which the change is effected will largely depend upon the guidance given by Mr. CHERRY and other leading conveyancers with whom he is now officially associated.

The Lord Chancellor's Bills.

MR RUBINSTEIN'S motion, of which notice was given for the special general meeting of the Law Society on the 3rd inst., has no doubt been received with a good deal of sympathy by London solicitors. It asked the meeting, while approving generally of the main principles embodied in the Real Property and Conveyancing Bills introduced in the House of Lords last year by

the Lord Chancellor, subject to the two Bills being incorporated in one, to express itself as being firmly of opinion that the new Bill should for certain specified reasons provide for bringing to an end the experimental trial of the present system of registration of title which has been in compulsory operation in the County of London for over thirteen years. These reasons referred to the complications and expense of registration of title and transfer under it; to the special tax which in London it imposes on property transactions; and to the failure of the experimental system introduced under the Land Transfer Act, 1897. But whatever may be the soundness of these reasons, we may point out that the question of putting an end to registration of title in London is not at present a practical one. An attempt to do so would certainly be futile so far as London is concerned. On the other hand, there would be a great danger of its frustrating the present scheme, and opening the way to the spread of compulsory registration to the whole country.

The Admission of Women as Solicitors.

THE Lord Chancellor received last week a deputation from the Committee for the Admission of Women as Solicitors, and it is clear from the report of the reception that the cause which the committee advocates has powerful supporters. There is Lord HALDANE himself and the Prime Minister and the Law Officers, not to speak of well-known members of the bar and solicitors. The Lord Chancellor suggested that possibly the Solicitors (Qualification of Women) Bill could be slipped through Parliament by general consent, if only the Attorney-General was on the alert and took the favourable moment. But we may say with some confidence, that this will not happen. The question is more difficult practically than theoretically. If women are admitted as solicitors, it follows, we imagine, that they must be admitted to the bar, and a side issue has been raised in the *Times* in letters by Sir HOMEWOOD CRAWFORD and Mr. SAMUEL GARRETT, whether admission to the bar might not have the priority, since, apparently, it requires no legislative interference, but can be readily effected by the benchers, some of whom are so ready to throw open the roll of solicitors to women. The practicability of this is disputed by a "Bencher of Lincoln's Inn," himself a friend of the cause, in the *Times* of the 2nd inst., and in any case the benchers as a whole are not likely to adopt this course. They will prefer to wait and see the effect of the movement now in progress as to solicitors.

The Reasons against Admission.

THE MATTER has to be considered from the point of view of the profession as now constituted, of women, and of the public. We doubt whether the public are greatly interested. Mrs. FAWCETT speaks of the advantage to the general mass of women of having the opportunity of consulting a trained legal adviser of their own sex. Only experience could shew how far they would avail themselves of the opportunity, but up to the present time they have had no difficulty in taking legal advice from men, and in general, we imagine, they would prefer to do so. As regards the profession as now constituted, there is the "bread and butter" argument, and there is the argument founded on the nature of legal business and general convenience. The former argument may not be a lofty one, but it is practical; and though, perhaps, not conclusive, it is entitled to weight. But we doubt whether the number of women admitted would be considerable. We have, however, no intention now of finally apportioning their value to the various arguments, though certainly that founded on general convenience and the nature of a lawyer's work is very strong. To mention only one point, it is unseemly for men and women to meet in conflict, and much of the business of the lawyer, whether in court or out, borders, however urbanely conducted, on conflict. On the other hand, it has to be considered whether the interest of women themselves calls for the innovation. Society changes, and women tend more and more to independence and the earning of their own livelihood. They do so in business, in education, in medicine. Are they to do so in law? We incline to think that the difference of the circumstances justifies a negative answer. If it were a question merely of natural qualification, then the matter might well be governed by the principle that Lord HALDANE enunciates: leave it to nature and not to the law to determine what the disabilities are. But the existing régime has lasted too long to make this the only consideration. As a matter of general convenience the business of lawyers must in general be carried on by men, and it is better for this to be recognised and enforced, than for women to attempt an entrance into work which, in most of its branches, is unsuited for them. It is not practicable to confine them to particular branches. If admitted at all, all departments of advocacy and negotiation, as well as advising and conveyancing, must be open to them. Assuming that some women could make capable lawyers, this in itself is not a reason strong enough to override the opposing considerations and introduce difficulties in the transaction of business.

The New Army Order.

THE RECENT troubles in connection with the resignation or threatened resignation of officers in the army have resulted in the issue of a new Army Order, the material part of which is clause 3: "In particular it is the duty of every officer and soldier to obey all lawful commands given to them through the proper channel, either for the safeguarding of public property, or the support of the civil power in the ordinary execution of its duty, or for the protection of the lives and property of the inhabitants in the case of disturbance of the peace." This is open to the verbal criticism that it applies only to "lawful commands," and therefore leaves it to the soldier to decide in each particular case whether the order given to him is lawful or not. On the other hand, if such an Order was to be issued at all, it could hardly omit the word "lawful." Substantially the Order does no more than affirm the admitted doctrine that it is the duty of the soldier to assist the civil power in the maintenance of order, and any command given for this purpose must be implicitly obeyed; otherwise the disorder—actual or threatened—is likely to be made a hundredfold worse. This assumes, of course, that there is a state of disorder obviously calling for intervention, whether it arises from the action of an unregulated mob of rioters, or from the action of a regulated crowd got together for the purpose of resisting the Government. The current use of the term "civil war" to characterize the latter circumstance cannot conceal the fact that it is simply a form of disorder, though more dangerous than ordinary rioting and therefore calling for special precautions. But, of course, this does not lessen the duty of the Government to endeavour to meet in every practicable way the objections which have led to such regretable threats of violence.

Exemptions from the Charitable Trusts Acts.

WE SAID last week, in commenting on the decision of JOYCE, J., in the *Foundling Hospital case* (*ante*, pp. 394–398), that we were not aware that any attempt had been made to redraft section 62 of the Charitable Trusts Acts, 1853. We had overlooked, however, the Bill introduced in the House of Commons by Mr. MICKLEM, K.C., in 1909, although we were quite conversant with it at the time, and, indeed, explained its provisions (53 SOLICITORS' JOURNAL, p. 552). It was also more fully explained by Mr. T. BOURCHIER-CHILCOTT in an article in the *Law Quarterly Review* for April, 1910. It did not propose to repeal section 62 entirely and re-enact it in an improved form, but simply stated in clear language the effect of the recent decisions as to the exemption of certain classes of charity property from the control of the Charity Commissioners. We understand that it was withdrawn owing to the opposition of the Commissioners, apparently because they objected to the restriction on their jurisdiction, resulting from judicial decision, being expressed in plain language. While the statute is vague—such is the idea — they can assert a jurisdiction which they do not legally possess. The natural comment is, how like officials! The Charity Commissioners have exceedingly useful functions to perform, and we do not doubt that in general they perform them well; but these functions should not extend beyond their legitimate bounds. We note that Mr. BOURCHIER-CHILCOTT, at the end of his article, states that the Commissioners are averse to any alteration in the law unless

their jurisdiction is greatly extended. This is just the difficulty we suggested last week. It is unfortunate that in matters of practical utility the legislature should be at the mercy of departments.

The Premier's Vacated Seat.

BY ACCEPTING the office of Secretary of State for War in addition to that of First Lord of the Treasury, Mr. ASQUITH has vacated his seat in the House of Commons. This is the result of a provision in the Succession to the Crown Act, 1707 (6 Anne, c. 41), which re-enacted section 3 of the Act of Settlement, 1701. That section had declared any person who held an office or place of profit under the Crown incapable of serving as a member of the House of Commons. The stringency of this provision is obvious, and it was repealed in 1705, but re-enacted, with certain modifications by section 24, in the Act of 1707. The net result of the legislation is that in the case of certain offices (*e.g.* posts in the permanent civil service) their holders are permanently disqualified from sitting in the Commons, and that in the case of certain others (among which come all the usual Cabinet offices) their holders vacate their seats, but may be re-elected. This provision, of course, was intended to give a constituency control over its member, whom it might desire to remain independent of the Crown, but in practice it has resulted in grave inconvenience. One inconvenience, namely, the vacation of his seat by a Cabinet Minister, who is transferred from one department to another, was found to be so intolerable, that in 1867 Mr. DISRAELI seized an opportunity to remove it. He tacked on to the famous Reform Act of that year a clause —section 52—having nothing whatever to do with the other provisions of the statute, which attempted to palliate the evil. It scheduled a large number of offices, amongst which are included that of a Treasury Commissioner and that of War Secretary, and provided that:—

> "Where a person has been returned as a member to serve in Parliament since the acceptance by him from the Crown of any office described in Schedule (H) to this Act annexed, the subsequent acceptance by him from the Crown of any other office or offices described in such schedule in lieu of, and in immediate succession the one to the other, shall not vacate his seat."

Unfortunately these words only apply when the second office is accepted "in lieu of" the first, which presumably must be given up. It must also be accepted "in immediate succession to" the first, so that the retirement from one must synchronize with appointment to the other. It seems clear, therefore, that the section has no application whatever when a second office is assumed by a Cabinet Minister without resignation of that already held, and Mr. ASQUITH is doubtless right in assuming that he has vacated his seat.

The Gladstone Precedents.

CURIOUSLY ENOUGH there is a well-known case on record in which a Premier, since 1867, has found himself faced with the same problem as that before Mr. ASQUITH. What is perhaps even more curious is that a division of opinion existed amongst the very famous lawyers who advised that Premier as to his position. In 1873 Mr. LOWE, afterwards Viscount SHERBROOKE, had got into trouble over his Budget. It will be within the memory of our readers that he had given great offence by imposing a tax on matches, and trying to ease this hardship on match-sellers by a Latin epigram, *ex lucello lucellum*; and Mr. GLADSTONE thought it best to assume the Chancellorship of the Exchequer in addition to the office of First Lord. He overlooked the wording of section 52 in the Act of 1867. But a lynx-eyed opposition naturally enough did not overlook it, and two members of the House sent to the Speaker a certificate stating that Mr. GLADSTONE'S seat at Greenwich was vacant. Mr. GLADSTONE consulted his legal advisers; the Lord Chancellor was Lord SELBORNE, the Attorney-General Sir JOHN COLERIDGE, and the Solicitor-General Sir GEORGE JESSEL. One would have thought that so famous a trio could have agreed on the construction of a far from recondite clause; but they did not. Lord SELBORNE held that the seat had been vacated, whereas COLERIDGE and JESSEL thought otherwise. It would be interesting to have the opinion of JESSEL published, since so great a lawyer must have had some intelligible reason for a view which seems hardly arguable. The question, however, never came before the courts, for Mr. GLADSTONE rather unexpectedly dissolved Parliament and so cut the Gordian knot. How far his dissolution was influenced by a desire to evade this difficulty is a moot point, in which it is not possible to say more than that Lord MORLEY was unable to discover in Mr. GLADSTONE'S papers after his death anything which throws light on the matter. We need only add here that there are two other cases on record in which the Prime Minister of the day has been War Secretary as well as First Lord of the Treasury, namely, Lord NORTH in 1770 and Mr. PERCIVAL in 1809.

Irrelevance in a Summing-up.

THE DUTY of judges is to administer Acts of Parliament, not to the criticize them; but of late years certain members of the judiciary have not always remembered this. Indeed, grand juries on circuit not infrequently are expected to listen with awe and reverence while the judge in the commission expresses his doubts as to the wisdom of recent legislation, and ends up by saying that, however bad it may be, the bench must impartially administer it. Still more undesirable is the practice of some judges who, in the course of summing-up, are temporarily carried away by their objection to the principle of some recent statute, on the vice of which they declaim to a petty jury. In *Dallimore* v. *Williams and Jesson* (*Times*, March 28th), Lord SUMNER has just condemned this practice while delivering judgment in the Court of Appeal. In the court below a learned judge with a special jury had been engaged in hearing a case arising out of the Trade Disputes Acts, 1906. "The learned judge" said Lord SUMNER, "in directing the jury quite correctly as to the effect of the Trade Disputes Act and charging them that . . . . they must follow and obey the Act, added some remarks pointedly expressed, which were indirectly a criticism of the Act, and substantially a statement to the jury that a person who availed himself of the defence afforded by the Act was setting up a dishonest defence." These pointed remarks Lord SUMNER condemned as "inopportune, detrimental to the defendants' case, and, perhaps, worst of all, irrelevant." He went on to add that a judge in charging a jury can never safely indulge in irrelevant observations, since he cannot be sure that the jury would be "sufficiently logical to take no notice of them"—a delightful example of that gift for epigrammatic sarcasm in which Lord SUMNER shines as the only successor to Lord BOWEN. In the particular case before the court, it so happened, judgment was entered in favour of the appellant on the evidence; otherwise, Lord SUMNER intimated, the court would have been under the necessity of considering how far the observations of the learned judge had occasioned "substantial wrong or miscarriage" within the meaning of ord. 39, r. 6, so as to amount to such misdirection as renders necessary a new trial.

The Scope of a Trade Dispute.

THE ACTUAL subject-matter of *Dallimore* v. *Williams and Jesson* (*supra*), the case which gave occasion to these remarks of Lord SUMNER, is interesting as arising out of a *quaestio vexata* in the interpretation of the Trade Disputes Act, 1906. Section 1 of that statute enacts that: "An act done in furtherance of an agreement or combination . . . . . shall, if done in contemplation or furtherance of a trade dispute, not be actionable, unless the act, if done without any such agreement or combination, would be actionable." Again, section 2 legalizes what is known as "picketing" when done "in furtherance or contemplation of a trade dispute," and section 3 similarly provides that "an act done by a person in furtherance or contemplation of a trade dispute" is not to be actionable merely because it induces breach of contract, or interferes with the common law right of a person to conduct his business in his own way. It will be seen that the protection given to trade unionist officials by these sections is strictly limited to "acts done in furtherance or contemplation of a trade dispute." Now, it might seem that the meaning of those words is clear, but this is hardly ever the case with abstract terms. Difficulties nearly always arise in

ascertaining their import and their limits. Thus, in *Conway* v. *Wade* (1909, A. C. 506), the question arose as to the meaning of (1) a "trade dispute," and (2) acts done "in furtherance or contemplation" of such a dispute. The House of Lords there distinguished a "trade dispute" from "a mere personal quarrel, or a grumbling, or an agitation" (*per* Lord LOREBURN, at p. 510), and held that there must be "something fairly definite and of real substance" at issue in order to turn a mere quarrel into a "trade dispute." Again, the House held that acts cannot be done "in furtherance or contemplation" of a trade dispute unless either there is such a dispute already in existence or one is imminent (*ibid.*, at p. 512). The questions, whether or not there was a trade dispute, and how far the acts complained of were done "in furtherance or contemplation" of that dispute, were held to be matters for the jury to decide. Now, in *Dallimore's case* (*supra*), the plaintiff, a bandmaster, had arranged to give a performance with his band at a concert, when the defendants, officials of the Amalgamated Musicians' Society, induced their men to refuse to perform at the agreed rates. So far this seems a very obvious case of an act done in contemp'ation of a trade dispute. But it was suggested that the defendants had endeavoured to bring out the men by circulating false statements about the rate of pay, and by threatening to expel them from the union unless they struck. Apparently the special jury regarded this as shewing that the defendants acted in order to injure the plaintiff, and not to benefit the employees; at any rate they found a verdict for the plaintiff. The Court of Appeal, however, held that there was not a particle of evidence on which it could be held that the acts were done for any other purpose than the furtherance of a trade dispute, and therefore entered judgment for the defendants.

Counsel's Fees.

THE COURTS have a singular way at times of shutting their eyes to facts and proceeding upon interesting and archaic fancies. This is exemplified by the rule that counsel's fees are not a debt legally due to him from either the retaining solicitor or the client, and in *Wells* v. *Wells* (*Times*, 31st March) this week, Sir SAMUEL EVANS, P., has decided, in accordance with this rule, that a garnishee order cannot be made by or in favour of a judgment creditor of counsel against the solicitor from whom the fees are due. This follows from the nature of a garnishee order It is an order for the attachment of debts (see R.S.C., ord. 45, rr. 1, 2), and if the liability of the solicitor to pay the fees does not constitute a debt, no garnishee order can be made. But it is a commonplace that counsel cannot sue solicitor or client for his fees. An attempt to do so was made in *Moor* v. *Row* (1 Rep. Ch. 38) in 1629 and failed, and it is well settled that a counsel's fee is an honorarium, and not a debt. True, he has sometimes been allowed in bankruptcy to claim fees which have been actually paid by the client to the solicitor; they have been treated as money paid to his use, and proof for the amount has been admitted (*Re Hall*, 2 Jur. N. S. 1076); and when received by the trustee in bankruptcy they must be handed over by him to counsel (*Re Clift*, 38 W. R. 688). And, we have every reason to believe that the Treasury exacts income tax on these so-called gifts. But in law they are gifts, and nothing more, and judges have peculiar ways of justifying this artificial view. The barrister, they say, can insist on his fee with his brief, and if he does not, the payment becomes a matter of legal obligation and not of honour. But the cases in which counsel can, in practice, so insist, are comparatively few, and the judicial dicta quite ignore the large part of counsel's work which does not consist of taking briefs, and in which payment in advance is neither customary nor practicable. We do not know that very much harm is done by this legal fiction, but we imagine it persists rather because it is quaint than because it is useful.

In the House of Commons on the 26th ult. Mr. Leach asked the Prime Minister if it was the intention of the Government to proceed with the Money-lenders Bill, which was passed by the House of Lords last session, and again this session. The Chancellor of the Exchequer: This Bill is not a Government measure, and while the Government sympathizes with its objects, they do not see their way to give special facilities for it at this stage, at any rate.

The Limits of Vicarious Liability.

THE common law of England has always firmly maintained three principles which have deeply affected almost every branch of the law of torts. The first of these is the celebrated doctrine of *respondeat superior*, which makes a master liable for torts committed by a servant in the course of his employment. The second is expressed in the maxim *qui facit per alium facit per se*, which prevents a person, who employs, or incites another, to do wrongful acts on his behalf, from screening himself behind the *prima facie* liability of his tool. The third is likewise compendiously summarized in a terse Latin phrase, *sic utere tuo ut alienum non laedas*; it is the foundation on which is reared the whole law of nuisance, of negligence, and of liability for the escape of dangerous things or the misdeeds of dangerous animals. "Vicarious Liability" is the name aptly given by present day jurists to the combined operation of these, on the whole, beneficient maxims.

But there are limits to the scope even of the doctrine of "Vicarious Liability"—the liability of one's servants, one's agents, and one's property. And the precise boundary of these limits is well illustrated by the decision of the Court of Appeal in the recent case of *Hurlstone* v. *London Electric Railway Co.* (*Times*, March 14th). The defendants own a plot of land near the electric tube station at Leicester square, and they had contracted with a firm, called DUNKLEY (Limited), that the latter, on erecting certain buildings upon this plot, were to receive a lease of ninety-nine years from the defendants. DUNKLEY (Limited) commenced their building operations, in the course of which, as a jury found, the plaintiff was injured by the negligence of the defendants in not protecting the street against the fall of building materials upon the footpath, whereon the plaintiff was walking when he received his injuries. The question then arose, whether or not the defendants, as distinct from DUNKLEY (Limited), the persons immediately responsible, could be made liable in tort for those injuries and the alleged negligence. SCRUTTON, J., held that they could, but the Court of Appeal overruled his judgment.

Now, in such cases as this, the attempt to impose responsibility on persons in the position of the defendants is always based on one or all of the above-mentioned maxims. But the maxim *respondeat superior* only applies when the actual tort-feasors are the servants or agents of the defendants. Here no such relationship could be set up. The contractors were putting up the building for their own purposes and not for those of the landowners. In fact the relationship was one of lessor and lessee, since the agreement for a lease becomes, in effect, a lease the moment the contractor enters on the land and proceeds to build. And the maxim *sic utere tuo ut alienum non laedas* is equally inappropriate. It is the actual occupier, and not the owner, of premises who is *prima facie* liable for nuisances created on them. Responsibility of this kind is based not on ownership but on possession: *Cheetham* v. *Hampson* (1791, 4 T. R. 318). There are, indeed, exceptional cases in which a landlord is liable for nuisance although out of possession. Where, for instance, he lets the premises for a dangerous purpose, *e.g.*, for blasting operations, he is regarded as expressly authorizing such dangerous purpose, and therefore responsible for it: *Harris* v. *James* (1876, 45 L. J. Q. B., at p. 545). But building operations are not blasting operations; they are not in themselves a nuisance as the latter are (*per* BLACKBURN, J., *ibid.* at p. 566). Or when he lets the premises with a nuisance to his knowledge upon them without exacting from the tenant a covenant to abate it: *Todd* v. *Flight* (1860, 9 C. B. N. S. 377).

But it is still possible to fall back on the widest of the three maxims, namely, *qui facit per alium facit per se*, and this has frequently been used to make an employer liable for the negligence of an independent contractor employed by him; where, for instance, the employer employs the contractor to do an unlawful act; in other words, procures the commission of a tort. Thus in *Ellis* v. *Sheffield Gas Consumers Co.* (23 L. J. Q. B. 42), a gas company, without proper statutory powers, wished to open trenches for their pipes in the streets and employed a contractor to do the work; the plaintiff was injured by one of these illegal trenches, and obtained damages from

the company. Or where there is a statutory obligation on the defendant to get the thing done, and he delegates this statutory duty to a contractor. This point arose in *Hole* v. *Sittingbourne Railway Co.* (6 H. & N. 488), where the defendant company were statutory undertakers of a bridge over a navigable river, and employed the actual tort feasors as contractors to make the bridge.

But it is pretty clear that the present case does not fall within any such exception. There is, however, a further exception which may seem more relevant, and it appears to have been the *ratio decidendi* of SCRUTTON, J.'s., decision in the plaintiff's favour. Where a person employs an independent contractor to do work that is intrinsically dangerous, he is liable for the consequences: *Bower* v. *Peate* (1876, 1 Q. B. D. 321). In the case just quoted, the defendants employed a builder to pull down an old house and erect a new one; and there are some other decisions to the same effect. In these cases the defendant is said to be liable for what is called "collateral negligence"; that is, for failure to take proper precautions to safeguard his independent contractor's operations. But, as was pointed out in the Court of Appeal, this class of case turns upon the fact that the work done is done primarily and essentially for the owner's benefit; the contractor is simply his paid agent. It is otherwise, when, as in the present case, the work is done primarily for the builder's own benefit, he having a building lease. In such a case he does the work for his own purposes, and not as the agent of the owner of the site. Hence, in the result, there was no ground for imposing liability on the defendants in the Leicester-square case.

The Bankruptcy and Deeds of Arrangement Act, 1913.

III.

1. BANKRUPTCY (*continued*).

Married Women.—Before the Married Women's Property Act, 1882, a married woman could not, save in certain special cases, be made bankrupt, even though she had separate estate; but by section 1 (5) of that Act she became, if carrying on a trade separately from her husband, subject to the bankruptcy laws in respect of her separate property, as if she were a *feme sole*; but, of course, only in respect of property not subject to restraint on anticipation. This left her still outside the bankruptcy law, if not carrying on a trade separately, even though possessed of separate estate: *Re Gardiner* (20 Q. B. D. 249); *Re A Debtor* (1898, 2 Q. B. 576). The present Act removes this restriction by providing in section 12 (1) that every married woman who carries on a trade or business, whether separately from her husband or not, shall be subject to the bankruptcy laws as if she were a *feme sole*; and sub section (3) enables a restraint on anticipation of income to be relaxed in favour of creditors. Thus the court will have power, on the application of the trustee in bankruptcy, to order that, during a specified time, the whole or part of the income be paid to the trustee for distribution among creditors, and in the exercise of this power the court is to have regard to the means of subsistence available for the woman and her children. And sub section (4) introduces a restriction on proof by the husband in the bankruptcy corresponding to that imposed by section 3 of the Married Women's Property Act, 1882, on proof by the wife in the bankruptcy of the husband. He cannot receive a dividend on loans to the wife until all claims of other creditors for valuable consideration in money or money's worth have been satisfied.

Avoidance of Marriage Settlements of After-acquired Property as against Creditors.—Section 47, sub-section (2), of the Bankruptcy Act, 1883, avoids against the trustee in bankruptcy covenants and contracts, in consideration of marriage, for the future settlement on the wife or children of money or property in which the settlor had no interest at the marriage, and not being money or property coming to him in right of his wife, if the money or property has not been actually paid or transferred before the settlor's bankruptcy. The operation of this clause is illustrated by *Clough* v. *Samuel* (1905, A. C. 442), where the husband, who in 1879 had entered into such a contract, subsequently applied £17,000 out of profits made on the Stock Exchange in purchase of a house and furniture. In May, 1903, the trustees of the settlement called for a conveyance. This was executed in June, but in the interval he had called certain creditors together, and the case went to the House of Lords on the question whether he had committed an act of bankruptcy. It was held that he had not, and the conveyance to the trustees having been executed before any act of bankruptcy, was effectual, notwithstanding that the settlor was then actually insolvent; in other words, the case was outside section 47 (2). And it has been held that a covenant to pay a sum of money generally, without indicating the source from which it is to come, is outside the section, so that the trustees of the settlement can prove in the bankruptcy in competition with the ordinary creditors: *Re Knight, Ex parte Cooper* (2 Morr. 223).

In order to meet such cases, section 13 of the present Act replaces section 47 (2) of the Act of 1883. The enactment is altered so as to extend to all covenants for future payment of money, and not only to money coming from a defined source—thus overruling *Re Knight, Ex parte Cooper* (*supra*)—and it is also widened in one direction and narrowed in another as regards the persons claiming under the settlement. The provision that the future settlement shall be void as against the trustee in bankruptcy, if the covenant has not been executed at the commencement of the bankruptcy, is now subject to the exception that the beneficiaries shall be entitled to claim a dividend, though only after ordinary creditors. On the other hand, even though there has been a payment of money or transfer of property under the covenant, this will be void unless one of three conditions is satisfied: either (1) the payment or transfer was more than two years before the bankruptcy; or (2) at the date of payment or transfer the settlor was solvent without the money paid or property transferred; or (3) the covenant related to money or property to come on the death of a specified person, and payment or transfer was made within three months of the money or property falling into possession. But here, again, although the payment or transfer is void, the beneficiaries are allowed to rank after other creditors. The general effect of the new section is to place beneficiaries under covenants in marriage settlements for settlement of after-acquired property in the position of postponed creditors, unless the property has been already transferred to the settlement trustees under such circumstances as fairly to withdraw it from the claims of ordinary creditors. It should also be noticed that the section, as altered, extends to future settlements made by wives as well as by husbands.

Assignment of Book-debts.—Section 14 introduces the new provision that an assignment of the whole or any particular class of the existing or future book-debts of a person engaged in any trade or business, whether absolute or by way of security, must be registered as a bill of sale given otherwise than as security for money, otherwise it will be void against a trustee in a subsequent bankruptcy; but this does not extend to assignments of specified book-debts, or assignments of book-debts included in a sale of a business; or assignments for the benefit of creditors generally. This last class of assignments are, it is presumed, excluded, because they require to be registered as deeds of arrangement.

Miscellaneous Provisions.—The above are the most important alterations made in the law of bankruptcy. It will be sufficient to refer shortly to the following further changes:—Where a sheriff or other officer sells under an execution goods in the possession of the execution debtor, without notice of the claim of a third party thereto, the officer is protected, and the purchaser gets a good title (section 15); where an official receiver or trustee sells goods of a third party in the possession of the debtor, he is granted similar protection, though the purchaser's title is not validated (section 23). The scope of section 4 (1) (g) of the Act of 1883, under which failure to comply with a bankruptcy notice is an act of bankruptcy, is enlarged so as to obviate technical objections; it is extended, for instance, so as to include all final orders for payment as well as final judgements; *e.g.*, a garnishee order absolute thus overruling *Re Chinery* (12 Q. B. D. 342);

the bankruptcy notice can specify an agent to receive payment for the creditor, thus getting rid of *Re A Debtor* (1911, 2 K. B. 718), as explained in *Re A Debtor* (1912, 1 K. B. 53); and it will not be bad because it overstates the amount due, unless the debtor at once disputes its validity on this ground, overruling *Re A Debtor* (1908, 2 K. B. 684) (section 16). The landlord's right of distress in bankruptcy is not to extend to rent payable in advance, and his statutory preferential right as against an execution creditor—which is good, notwithstanding the bankruptcy (*Re Mackenzie*, 1899, 2 Q. B. 506)—is reduced from one year's to six months' rent (section 18). Where a bankruptcy is needlessly protracted, the Board of Trade are empowered to remove the trustee, subject to appeal by him or the creditors to the High Court; and an official receiver, who comes in as trustee on a vacancy in the trusteeship, can exercise the power of disclaimer under section 55 of the Bankruptcy Act, 1883, notwithstanding that time for disclaimer has expired (section 19). The power of administering insolvent estates of deceased persons in bankruptcy under section 125 of the Act of 1883 is strengthened by incorporating in it various bankruptcy provisions; in particular, section 27 is included, so that discovery of the property of the deceased can be obtained, overruling *Re Hewitt* (15 Q. B. D. 159) (section 21).

In dealing with proofs of debts, settled accounts may be re-opened, and appropriation of payments to principal and interest varied so as to apportion any moneys received before the bankruptcy, or realized from securities whether before or after the bankruptcy, ratably between principal and interest (section 22). This is intended to defeat the common device of money-lenders for evading the restriction to 5 per cent. per annum interest under section 23 of the Bankruptcy Act, 1890. The money received has been apportioned to interest, so as to leave the money-lender free to prove for the principal: see *Re Fox and Jacobs* (1894, 1 Q. B. 438). Limited partnerships have hitherto been wound up as unregistered companies (Companies Consolidation Act, 1908, s. 268 (1), (vii.)), but section 24 of the present Act substitutes administration in bankruptcy, and the bankruptcy law will apply to limited partnerships in the same way as to ordinary partnerships. Section 25 makes an important alteration in favour of authors as to copyright. Where an author sells his copyright in consideration of a royalty, and the purchaser becomes bankrupt, the trustee has hitherto taken the copyright and the author has been left with only a right of proof for the royalties. He has not been entitled to preferential payment out of moneys received on sales: *Re Grant Richards* (1907, 2 K. B. 33). Provision is now made for giving the author the right to receive the royalties in full. Several minor amendments of the Bankruptcy Acts, 1883 and 1890, are made by the Second Schedule of the present Act.

[*To be continued.*]

Correspondence.

The Admission of Women as Solicitors.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I am in cordial agreement with the letter of "Enquirer" in your issue of the 21st ult.

I have hitherto supported a liberal policy of progress and reform, but when this policy is moulded according to political exigency and appears to have become a mania for topsy-turvydom, the instinct of self-preservation, to put it on no higher ground, forces one into the opposite camp.

I joined the Law Society in the hope, apparently vain, that a society representing the bulk of the profession would be able to make its influence felt, and would, at least, be able to do as much for solicitors as a trade union can do and has done for a plumber or bricklayer. On the contrary, however, an obsolete system of inadequate remuneration still obtains, and, owing to the competition of his brethren, a solicitor can rarely get paid more than half scale charges, and in the country often not even that.

Chartered accountants take away his company and bankruptcy work, and obtain a much higher remuneration therefor. House agents tout his clients, sell property of which he holds the title deeds prepare open contracts and stop their exhorbitant commission out of the deposit, and prepare agreements in lieu of leases, and in any and every other matter that advertising and touting brings into their net. Any and every other person who chooses to do the accustomed work of solicitors does so without let or hindrance, either from the law or the Law Society, except in the case of a document under seal, or actual holding out as a "Solicitor" in any matter.

Now, with litigation on the decline, trusteeships being advertised for by the Public Trustee, and the prospects of the profession bad in almost every direction, a crowd of women are to be let loose further to cut up the profession, and presumably assist in tolling its death knell. With arson and vandalism by women still outraging the country, the time seems particularly opportune for officially introducing women into a profession requiring tact, honour and restraint.

If the Law Society does not oppose this proposal by every means in its power and block the Bill in Parliament as often as it appears, the society deserves to be wined out of existence and a newer and more effective organisation for the protection of our bread and butter set up in its place.

There is only one bright spot in the proposal to admit women as solicitors, and that is, that the public well know that there never was yet a women who could keep her mouth shut on other people's affairs.

A Country Solicitor.

March 30.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*

Sir,—If your correspondent, Mr. Edward A Bell, desires to quote from Horace would he mind doing so correctly. He should have said *Naviget Anticyram* not *Navigat Anticyram*, and then I should have retorted that he was inclined to be rude, and possibly should have added *Il ne faut pas parler Latin devant les Cordeliers.* There seems nothing else in his letter to notice, except that he avoids dealing with the only thing that matters, namely, that the profession is hopelessly overcrowded. That an enormous number of capable, hard-working, and competent solicitors are unable to make a carpenter's wage out of it, and that the admission of women into its ranks, whilst doing them no good, will only accentuate the hardships of those in the profession who are trying to make a living.

Enquirer.

[Mr. Bell did write *Naviget*. The error was ours.—Ed. *S.J.*]

The Copyright Act, 1911.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In reply to the letter "E. I. W.," I think it is clear from section 5 of the Act that the copyright in the article in question is vested in the author, and the proprietor of the encyclopædia can only claim title thereto by means of an assignment in writing from the author. See section 5 (1) and (2). Consequently, in my view, the case of *Lawrence & Bullen* v. *Aflalo* (1904, A. C. 17) is no longer applicable.

H. Annesley Voysey.

66, Cannon-street, London, E.C., March 28.

Commissioners and Affidavits.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Touching the leaderette in your issue of the 14th inst. (p. 357, *ante*), and the remarks of "An Octogenarian Commissioner for Oaths," quoted in the same paper, did not the learned octogenarian overlook corrective affidavits, estate duty accounts with verifying affidavits, and settlement estate duty accounts with similar affidavits?

None of these are headed in any matter either in the High Court or in the county court.

A. W. R., Commissioner, &c.

March 31.

[Apparently this was an oversight. Perhaps these affidavits are removed from the mischief in question by the fact that their nature appears from the form of the document.—Ed., *S.J.*]

At Marylebone Police Court, on the 26th ult., Mr. Plowden resumed his duties after a absence through illness of seven and a half months. Mr. Freke Palmer said those practising in the court were pleased to see the magistrate back in his accustomed place; Mr. H. Anders offered the congratulations of the press; and Mr. Crowe, the chief clerk, spoke on behalf of the staff. Mr. Plowden, who was much affected, said that he was more touched than he could say by the kind words of welcome, and he thanked them all from the bottom of his heart. During his long absence he had suffered enough to make him crave for as much sympathy as he could get. It was therefore a great solace, as well as a great satisfaction, that on his return to work he should be received so kindly by his fellow-workers who had shared with him his labours for so many long years.

Reviews.

Bankruptcy.

THE PRINCIPLES OF BANKRUPTCY: EMBODYING THE BANKRUPTCY ACTS, 1883, 1890, AND 1913, AND THE LEADING CASES THEREON; PART OF THE DEBTORS ACT, 1869; THE BANKRUPTCY APPEALS (COUNTY COURTS) ACT, 1884; THE BANKRUPTCY (DISCHARGE AND CLOSURE) ACT, 1887; THE PREFERENTIAL PAYMENTS IN BANKRUPTCY ACT, 1888; THE LEADING CASES ON BILLS OF SALE. WITH AN APPENDIX CONTAINING THE BANKRUPTCY RULES, 1886 TO 1909; THE BILLS OF SALE ACTS; THE DEEDS OF ARRANGEMENT ACT, 1887, AND THE RULES THEREUNDER; THE BANKRUPTCY AND DEEDS OF ARRANGEMENT ACT, 1913. By RICHARD RINGWOOD, Barrister-at-Law. ELEVENTH EDITION. Stevens & Haynes. 10s. 6d.

This useful statement of the law of bankruptcy has been before the profession too long to call for detailed comment on the present edition. It has come out at a very convenient time, just when the Act of last session comes into operation, and practitioners will find the changes which have been made in the law duly noted. At pp. 14 and 15 there is an able criticism of sections 8 and 9 of the recent Act, relating to bankruptcy proceedings against foreigners who carry on business here, and the inconsistencies of the new provisions are pointed out. At p. 79 Mr. Ringwood notes the effect of section 10 in overruling *Davies* v. *Petrie* (1906, 2 K. B. 786), and *Ponsford* v. *Union, &c., Bank* (1906, 2 Ch. 444), and at p. 93 will be found a useful statement of the extent to which dealings by a bankrupt with after-acquired property are now protected. The exposition of the law in the text, with the rules and other matter in the appendix, make the book a very convenient guide to bankruptcy law and practice.

Contracts.

SELECTED CASES ILLUSTRATING THE LAW OF CONTRACTS. PART I., THE PRINCIPLES OF CONTRACT, by ARTHUR C. CAPORN, B.A., LL.B., Barrister-at-Law; PART II., SPECIAL COMMERCIAL CONTRACTS, by ARTHUR C. CAPORN, in Co-operation with FRANCIS M. CAPORN, Solicitor. SECOND EDITION. Stevens & Sons (Limited). 15s.

This work adopts the useful plan of placing before the student the facts and judgments in some of the leading cases on which the law of contract has been developed, the actual reports being abridged so as to enable this to be done within reasonable limits of space. The work opens with cases on offer and acceptance, that is, on the formation of the contract, including the *Carbolic Smoke Ball Co. case* (1893, 1 Q. B. 256), as to contracts by advertisement, and *Henthorn* v. *Fraser* (1892, 2 Ch. 27), on acceptance by post; and then passes on to cases on consideration and other matters incidental to the validity and enforcement of the contract. On the question whether a letter repudiating a contract may be a sufficient memorandum within the Statute of Frauds, *Bailey* v. *Sweeting* (9 C. B. N. S. 843) is given as the leading decision, with a reference in a note to the recent case of *Dewar* v. *Mintoft* (1912, 2 K. B. 373); and under the head of legality of the contract, the *Nordenfelt case* (1894, A. C. 535) is given in order to shew the limits of the doctrine of restraint of trade. The second part of the book, dealing with special commercial contracts, contains cases on agency, negotiable instruments, sale of goods, bills of sale, carriage of goods, insurance, and guarantee and suretyship. Under negotiable instruments, *Vagliano's case* (1891, A. C. 107) is given at some length, and also *Scholfield* v. *Earl of Londesborough* (1896, A. C. 514). But it is impossible to attempt an enumeration of the numerous interesting cases with which the book is filled. The selection and arrangement are both good, and the work is likely to be very useful to practitioners as well as students.

Book of the Week.

Bankruptcy.—Gibson & Weldon's Student's Bankruptcy. Seventh Edition. By ARTHUR WELDON and H. GIBSON RIVINGTON, M.A. "Law Notes" Publishing Offices.

At the sitting this week appointed for the public examination of Mr. John Joseph McIntyre, solicitor, of Birkbeck-chambers, Holborn (who was adjudged bankrupt on the 12th February), a statement of affairs was produced showing liabilities £11,796, of which £8,504 was expected to rank for dividend, and assets valued at £563. Mr. W. P. Bowyer, official receiver, said that there was a further amount of £3,000, for which the bankrupt appeared to be liable; and the examination was adjourned until the 15th of May to enable the statement to be amended.

CASES OF THE WEEK.

House of Lords.

DUBLIN CITY DISTILLERY (GREAT BRUNSWICK STREET, DUBLIN) (LIM.) AND ANOTHER (Appellants) *v.* DOHERTY (Respondent). 27th and 28th Nov.; 1st Dec.; 27th Feb.

COMPANY—WINDING-UP—DEBENTURES—PLEDGE—VALIDITY—CONSTRUCTIVE DELIVERY—WARRANT—BILL OF SALE—REGISTRATION—PRACTICE—APPEAL BY LIQUIDATOR WITHOUT LEAVE—COMPETENCY—COMPANIES ACT, 1900 (63 & 64 VICT. c. 48), s. 14—BILLS OF SALE (IRELAND) ACT, 1879 (42 & 43 VICT. c. 50), s. 4—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, c. 69), s. 151.

The respondent, Doherty, advanced money to the appellant company on the security of manufactured whiskey lying in the company's bonded warehouses. On each advance his name was entered in the company's stock book opposite the particular whiskey intended to be pledged, and a delivery warrant and invoice was sent him. He also advanced money to the company on the security of second debentures, issued to him in 1903, which were not registered, but which were secured by a debenture trust deed of 1895. On the hearing of the appeal by the company, which was in liquidation, and its liquidator, the objection was taken that the liquidator had not obtained leave to appeal.

Held, (1) *that leave to appeal was not essential to the competency of appeal;* (2) *that under the agreement to pledge between the respondent and the company the various transactions amounted to mortgages of the whiskey, and not pledges, since there was no constructive delivery of possession of the whiskey to him, and that the warrants required registration under the Companies Act,* 1900; *and* (3) *that the respondent was entitled to a valid lien on the debentures in so far as they affected property comprised in the trust deed.*

Decision of Court of Appeal (1912, *I. R. Ch.* 349) *varied.*

Appeal from an order of the Court of Appeal in Ireland affirming an order of Barton, J. (1912, I. R. Ch. 349). The respondent claimed certain whiskies which at the date of the winding-up of the appellant company were stored in a warehouse belonging to the company. There were two locks to the warehouse, the key of one lock being kept by the company, the other by the excise officer, who would not permit any whiskey to be delivered out of the warehouse except upon the presentation of a document called "a warrant for the delivery of wet goods from a bonded warehouse." In 1903 the company being indebted to the respondent, purported to pledge to him certain whiskey in the warehouse, and for this purpose the company entered the respondent in its books as transferee of certain specified casks of whiskey, and handed him invoices relating to the same, together with a warrant in which the whiskey, particulars of which were given, was stated to be "deliverable" to the respondent by endorsement thereon. The warrant also contained the words "free storage." The whiskey, however, remained entered in the company's name in the excise books kept on the premises, and there was nothing in the excise books to shew that anybody had a lien on the whiskey stored on the bond premises. In 1903 the respondent also made other advances to the company, which were secured as follows:—In 1890 the company had issued a series of first debentures, the priority of which over the respondent was admitted, and 1895 a second series which authorized the creation of pledges of whiskey in priority to these debentures, and which were secured by a trust deed. Some of these debentures were issued to the respondent to secure his other advances. They were not registered under section 14 of the Companies Act, 1900, but the respondent claimed the benefit of the trust deed. The Court of Appeal in Ireland (Barry, L.C., and Holmes, L.J., Cherry, L.J., dissenting) held that the warrants constituted a valid pledge, and, further, that the respondent was entitled to a valid lien on the debentures in so far as the same affected the property comprised in the trust deed for the amount of his advances. On appeal to the House a preliminary objection was taken by the respondents against the competency of the appeal on the ground that the liquidator had not obtained leave to appeal.

THE HOUSE took time for consideration.

Lord ATKINSON, as to the objection to jurisdiction, said it must be overruled, because the judge, although he refused leave, intimated he would give every facility to the liquidator appealing to this House if the debenture holders and creditors for whom the liquidator appeared would subscribe the necessary funds, and the requisite security had, in fact, been given. It was contended that under section 151 of the Companies (Consolidation) Act, 1908, the liquidator (leave having been refused) had no right of appeal. He thought a liquidator could always appeal at his peril as to costs if unsuccessful: see *Lee* v. *Sangster* (2 C. B. N. S. 1). In his opinion the second question should be decided in favour of the appellants, for assuming that the respondent had a valid common law pledge, it was void as against the liquidator for want of registration of the warrants under section 14 of the Companies Act, 1900. As to the third point, the respondent was entitled to the lien which he claimed so far as it was given by the trust deed by which the premises were made security.

Lord PARKER, although agreeing in the result, was inclined to the view that it could not even be assumed that the warrants at common law created a valid pledge, because there was no delivery, actual or constructive, of the whiskey to the respondent.

Lord Sumner, in the course of his judgment, said: I think that no valid pledge was created in the present case, since no change took place in the character of the company's possession sufficient to complete an agreement to give a pledge by actually putting the pledgee in possession by his bailee. In my opinion the document is not a warrant or a warehouse-keeper's certificate or order for the delivery of goods, such as is saved from inclusion in the term bill of sale. It is not proved to be used in the ordinary course of business as proof of the matters specified. The catalogue of instruments which are declared by the Bills of Sale (Ireland) Act, 1879, not to be included in the term bill of sale is old. It is common both to the Bills of Sale Acts and to the Factors Acts. It goes back substantially in the same form to the Factors Act, 1825, and it is plain that the Legislature intended to save certain documents already well known in commerce and others which by usage of business might come into existence notoriously, and for the same or similar purposes. I think that immunity from registration cannot depend on the mere adoption of a name, or the mere employment of some recognised form. A lodging-house keeper cannot escape the Bills of Sale Acts by squeezing the hypothecation of his furniture into a bill of lading, or figuring for the nonce as a dock company, and issuing a warrant for it. As I have said, it is unfortunate that no attempt seems to have been made to prove a mercantile practice for distillers to give security over their whiskey maturing in bond by issuing warrants in the ordinary course of their business, nor is the absence of such evidence to be accounted for by supposing it to have been dispensed with by admissions made tacitly or expressly; for the appellant's case takes the point that the warrants were not issued in the ordinary course of business, and it was not objected by the respondents that this had been admitted or taken as common ground. The matter is not one in which we can substitute general mercantile knowledge for evidence of a particular practice, still less can we resort to surmise. In my opinion, these documents are void for want of registration, and upon this part of the case the appeal must succeed. Upon the rest of the case I think the appeal fails, and that the respondent is entitled to the benefit of the trust deed of the 9th of November, 1895. I also think that the respondent's preliminary objection fails.—Counsel, *Younger*, K.C., and *A. A. Dickie; Cave*, K.C., *Herbert Wilson*, K.C., and *J. W. Doherty*. Solicitors, *Chas. Russell & Co.*, for *Robert Dickie*, Dublin; *Leman & Co.*, for *F. Kennedy & Sons*, Dublin.

[Reported by Erskine Reid, Barrister-at-Law.]

Court of Appeal.

Re **JANE SHAW (Deceased). PUBLIC TRUSTEE** *v.* **LITTLE.** No. 1. 19th and 20th March.

Trustee—Appointment of Public Trustee—Execution of Deed by Retiring Trustees—Consent of Public Trustee to Act Subsequently Given—Validity of Appointment—Public Trustee Act, 1906 (6 Ed. 7, c. 55), s. 2 (1)—Public Trustee Rules, 1912, rr. 8 (2), 10.

By the rules made under the Public Trustee Act, 1906, *no appointment, except by a testator, of the Public Trustee to be a trustee shall be made unless and until his consent has been signified in writing under his hand and seal. Three trustees of a will, who desired to retire and appoint the Public Trustee sole trustee in their place, executed a deed so appointing him. Three months later the Public Trustee gave his formal consent in manner required by the Act, and three days afterwards he executed the deed.*

Held, that the deed of appointment did not operate effectually until the execution thereof by the Public Trustee, and that, as he had then given his consent to act, the appointment was valid.

Appeal from a decision of Warrington, J. (reported 58 Solicitors' Journal, 154), upon an originating summons. The testatrix, Jane Shaw, died in 1911, having by her will appointed three executrixes and trustees, to whom she left her estate upon trust for sale. In July, 1912, these ladies desired to appoint the Public Trustee as sole trustee in their place, but at that date the death duties had not been fully paid, nor was the residuary account passed, and the Public Trustee declined to accept the trust until all the administrative duties of the executrixes had been completed. As one of them was going abroad, a deed of appointment was prepared, and executed on the 29th of November, 1912, by the three executrixes at the office of the Public Trustee, where it was left for subsequent execution by him. On the 28th of February, 1913, the Public Trustee formally consented to act as trustee by writing under his hand and official seal, and on the 3rd of March he executed the deed of appointment, which was dated by him the 28th of February. Mrs. Little, one of the three executrixes, having changed her mind, wished to continue as trustee, and contested the validity of the appointment on the ground that it was effected on the 29th of November, 1912, at which date the Public Trustee had not given his consent to act. A summons was therefore taken out by the Public Trustee to decide the question. By rule 8 (2) of the Public Trustee Rules, 1912, "no appointment of the Public Trustee to be trustee shall be made, except by a testator, unless and until (in either case) the consent of the Public Trustee to act as such trustee shall have been obtained in accordance with these rules." By rule 10 the consent of the Public Trustee to act must be given in writing under his hand and official seal. Warrington, J., held that the appointment was valid, and Mrs. Little appealed.

Cozens-Hardy, M.R., having stated the facts, which, he said, were somewhat unusual, proceeded: The court felt no doubt that the appeal ought to be dismissed. It was not suggested that the Public Trustee had ever acted as trustee before he gave his formal consent; all he did was to make inquiries as to the funds and accounts, which by rule 10 it was his duty to do before deciding whether the application ought, or ought not, to be accepted. It was said that the appointment was altogether bad, having regard to rule 8 (2), which his lordship read. But the effect of the execution of the deed by the three ladies, whether it was an absolute execution or an escrow, was and could be nothing more than an offer by them to the Public Trustee, asking him to accept the position of sole trustee under the testator's will. In such a case as the present there was no appointment at all until the trustee agreed to accept it, or did some act such that he could not afterwards deny that he was trustee. Here the form of acceptance under seal was executed before the trustee executed the deed. A point of some difficulty might have arisen if all three ladies had withdrawn their offer before the trustee's acceptance. His lordship thought they might have done so, but there was nothing in the case to justify anyone in saying that they did so withdraw. There was no appointment until the 3rd of March—only steps leading towards an appointment. The appeal would be dismissed, with costs.

Buckley, L.J., who observed that the deed of appointment operated by way of contract, and the office of trustee did not vest in the Public Trustee until he accepted the position and executed the deed; and

Channell, J., delivered judgment to the same effect.—Counsel, *Sir Charles Macnaghten*, K.C., *Sheldon*, and *H. Freeman; Tomlin*, K.C., and *G. D. Pepys; Hon. Frank Russell*, K.C., and *Wilkinson*. Solicitors, *Wilkinson, Raikes, & Son; Lee & Pembertons; Richardson, Sadlers, & Callard*.

[Reported by H. Langford Lewis, Barrister-at-Law.]

VON HELLFELD *v.* **RECHNITZER and MAYER FRERES AND CIE.** No. 1. 3rd March.

Practice—Service out of the Jurisdiction—Foreign Firm not Carrying on Business Within Jurisdiction—Firm Sued in the Firm Name—Partners not Parties—Status of Firm to be Determined by Lex Fori and not by Lex Domicilii—R.S.C., Ord. 48a, r. 1.

There is no jurisdiction to sue under its firm name a foreign firm not carrying on business in England, even though the law of the foreign country in which it carries on business treats a firm as a separate entity capable of being sued as such, apart from its individual members. The capacity for being sued must be determined by the lex fori.

Dobson *v.* Feste Rasini & Co. (1891, 2 *Q. B.* 92) *applied.*

Appeal from a decision of Astbury, J. (reported 58 Solicitors' Journal, 320), upon a motion to set aside service of notice of a writ out of the jurisdiction. The writ was issued in an action for the rescission of a contract relating to the flotation of a Chinese Government Loan on the ground of misrepresentation, and for an injunction to restrain the defendants from acting upon it. The plaintiff and the defendant, Rechnitzer, were foreigners carrying on business in England. The other defendants, Messrs. Mayer Fréres, were a French firm carrying on business in Paris, consisting of three partners, and having no place of business in England. It was sought to sue them in the firm name, and leave was granted to serve notice of the writ out of the jurisdiction. Service having been effected, Messrs. Mayer moved to set it aside. Astbury, J., held that *Dobson* v. *Feste Rasini & Co.* (1891, 2 Q. B. 92) applied, and that order 48a had no application to foreign firms not carrying on business in England, and set aside service. The plaintiff appealed, and contended that the firm, apart from its members, was a "société en nom collectif," capable of being sued by its firm name according to French law, and that *Dobson* v. *Feste Rasini & Co.* (*supra*) was distinguishable on the ground that there it was sought to make the individual members of the firm liable.

The Court dismissed the appeal.

Buckley, L.J.—In this action the plaintiff sues two defendants for relief under an agreement of the 13th of December last. The first defendant is within the jurisdiction; the second defendant, who is described as Mayer Fréres et Compagnie, is in France. Leave was given on the 20th of January to serve that writ out of the jurisdiction, and on the 21st service was effected at the firm's principal place of business. On the 28th of January notice of motion was given to set aside this service, and an order was made on the motion by Astbury, J., setting it aside. It is proved that the firm consists of three persons not carrying on any business in this country. In my opinion this firm cannot be sued in these proceedings. His lordship, having read ord. 48a, r. 1, proceeded: It is proved by certain affidavits made in France that according to French law a partnership is for the purpose of service of legal process a separate entity from the persons constituting its members. But that does not make it such by English law; it is merely a description of the three natural persons, Charles, Paul, and Michael Mayer. In these circumstances it seems to me that the writ is wrongly framed, and is not a writ such that leave to serve it out of the jurisdiction could be obtained. The appeal must be dismissed.

Phillimore, L.J., delivered judgment to the same effect, observing that there were three classes of defendants capable of being sued (1)

persons, (2) corporations, (3) firms. It was clear there was some similar procedure to our own in France, but our law was very careful as to its interference with foreigners. The evidence was insufficient to shew that a "société en nom collectif" was in the same position as a corporation. Such a body, however, might be sued as a corporation if it was made perfectly clear that the individual members could not be made separately liable.—COUNSEL, *C. A. Bennett; C. E. E. Jenkins*, K.C., and *W. F. Swords*. SOLICITORS, *Woodthorpe, Brown & Co.; Maddison, Stirling, Humm, & Davies.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* APPLICATION OF F. REDDAWAY & CO. (LIM.)** Warrington, J. 5th March.

TRADE-MARK—REGISTRATION—REGISTRABLE MARK—"DISTINCTIVE"—TRADE-MARKS ACT, 1905 (5 ED. 7, c. 15), s. 9 (5).

The question being whether a colour stripe, consisting of a red stripe between two blue stripes, woven into the fabric of a fire hose, was distinctive within the meaning of the Trade-Marks Act, so as to be a registrable trade mark.

Held, that it might be registered on the condition that it should only be a protection against the use of a colour stripe, substantially of a certain width and woven throughout the length of the fabric.

This was an application under section 9, par. 5, of the Trade-Marks Act, 1905, to register a trade mark consisting of a red stripe between two blue stripes in class 50 in respect of canvas-woven fire hose. The registrar had refused to proceed with the registration of the trade-mark on the grounds (1) that a coloured stripe woven into hose could not be a registrable trade-mark, and (2) that the mark was not distinctive. The applicants appealed to the Board of Trade, who referred the matter to the court. It was proved in evidence that hose of the description in question could not be suitably, conveniently or permanently marked with labels, tickets, names or the like, and that it had long been a common custom in the trade for the hose of a particular firm to be marked and distinguished from the hose of other firms by the use of a distinctive colour stripe woven into the hose throughout its length. The use of distinctive marks of this description was in accordance with the requirements of the British Admiralty, the United States Navy Department, and the fire insurance companies of the United States. It was also proved that hose marked with stripes of blue, red and blue, in the order named, side by side, woven throughout the whole length of the fabric, exclusively denoted to officers of fire brigades and others hose of the applicants' manufacture.

WARRINGTON, J., said that, regarding the definitions of "mark" and "trade-mark" in the Act, three lines of colour woven into a fabric might, in his judgment, be a "mark" and a "trade-mark." But whether it was a "registrable trade-mark" depended on whether it was "distinctive" within the meaning of section 9 (5). In his opinion the three lines of colour were not adapted, as the application stood, to distinguish the goods of the applicants from those of other persons. If the matter rested there he would be compelled to refuse the application. The applicants, however, were willing that the mark should be registered, subject to the condition that no protection should be given to the mark except when used throughout the whole length of the fabric, and substantially of the width shown on the form of application. So used, the mark would be adapted to distinguish the goods of the plaintiffs from those of others. Reading sections 12 and 39 of the Act together, he thought that it was competent to the registrar to accept, and to the court to direct him to accept, the mark of the applicants subject to such a condition. The order would therefore be that the registrar should proceed with the application for registration, provided that it was first amended by the applicants by the insertion of the condition before mentioned.—COUNSEL, *Walter*, K.C., and *Sebastian; Buckmaster*, S.-G., and *Austen-Cartmell*. SOLICITORS, *W. T. & E. H. Tremellen*, for *Blair & Seldon*, Manchester; *Solicitor to the Board of Trade.*

[Reported by J. B. C. TREGARTHEN, Barrister-at-Law.]

***Re* SIR WILLIAM MILLER. *Re* SIR JAMES MILLER. BAILIE *v.* MILLER.** Warrington, J. 23rd and 27th Jan.

WILL—INSTRUMENT IN SCOTCH FORM—DISPOSITION OF ENGLISH LAND—USE OF TECNICAL WORDS—LEX LOCI.

A testator disposed of his Scotch and English estate, real and personal, by a trust disposition and settlement in Scotch form. The testator made use of technical terms which, according to English law, create an estate in tail male in land, but which according to Scotch law do not have that effect.

Held, that the testator created an estate in tail male in the English lands.

By a trust disposition and settlement, dated the 6th of January, 1876, made in Scotch form, and executed by him in the presence of two witnesses in the manner required by English law for the execution of wills, Sir William Miller gave his whole estate, heritable and movable, real and personal, to trustees to allow his wife the free life rent use of his mansion house, No. 1, Park-lane, London, and subject thereto directed his trustees to hold "my estate of Manderson, within the county of Berwick, as also my house No. 1, Park-lane, London, and my silver plate, wherever it may be, for behoof of my eldest son James Miller and the heirs male of his body in fee; whom failing John Alexander Miller, my second son, and the heirs male of his body in fee," with limitations over. Sir William Miller, who was seised of No. 1, Park-lane, for an estate in fee simple, died in 1887. Sir James Miller died in 1906, aged forty-one years, without issue and without having executed any disentailing assurance of No. 1, Park-lane, but having made a trust disposition and settlement in Scotch form, executed by him in the presence of two witnesses, in the manner required by English law for the execution of wills, by which he disposed of the whole of his real and personal estate, and it was contended that this disposition included No. 1, Park-lane. Sir William Miller's widow died in 1912. This was an originating summons taken out by the trustees of Sir James Miller's trust disposition, raising the question whether Sir James Miller was at the date of his death seised of No. 1, Park-lane, for an estate in fee simple, or for any other estate which entitled him to dispose of the said premises by his will, or whether on his death the said premises vested in Sir John Alexander Miller for an estate in tail male or for any other and what estate. Evidence of the Scotch law applicable to the circumstances was given to the effect that the terms of Sir William Miller's trust disposition were ineffectual according to Scotch law to create a strict entail; that the interest of Sir John Alexander Miller and his heirs thereunder was that of heirs substitute only, and was defeasible at the will of Sir James Miller, who was entitled (subject only to the life interest of his mother) to deal with or dispose of the said premises by any *habite* conveyance, either *inter vivos* or *mortis causa*, and that by his trust disposition and settlement Sir James Miller had, according to Scotch law, effectually disposed thereof by the disposition of his whole real and personal estate.

WARRINGTON, J., said that he was not bound on authority or on principle to say that words which would create an estate with one set of incidents in Scotland must create an estate with the same set of incidents in England, because the will was made in Scotland and in Scotch form; but, on the contrary, he was bound to decide the other way, because the incidents of the estate which could be created in English land must be determined by the *lex loci*, and not by the laws of the country where the testator was domiciled or the will was made, and this was in entire accordance with the law stated by Earl Selborne, L.C., in *Studd* v. *Cook* (1883, 8 A. C. 577), which decision did not support the argument which was attempted to be founded on it. In the present case there was no difficulty about construction. The words "in fee" were quite neutral, and the words "heirs male of the body" were technical words in the *lex loci* to which he must give due effect. The fact that the incidents of the estate tail in Scotland might be different from the incidents of the estate tail in England was no reason why that estate should not take effect in England according to the law of England. He accordingly made a declaration that on the true construction of the trust disposition and settlement of Sir William Miller, and in the event which had happened, the property passed to Sir John Alexander Miller for an estate in tail male.—COUNSEL, *Clauson*, K.C., and *Carr; Galbraith; Cave*, K.C., and *Northcote*. SOLICITORS, *Kennedy, Ponsonby, Ryde, & Co.; Bircham & Co.*

[Reported by J. B. C. TREGARTHEN, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* SHOREDITCH CORPORATION. J. Eve. 6th March.

PUBLIC SWIMMING BATHS—CLOSED FOR WINTER MONTHS—USE OF FOR "HEALTHFUL RECREATION OR EXERCISE"—KINEMA ENTERTAINMENTS—BATHS AND WASHHOUSES ACTS, 1846 TO 1899.

By section 5 of the Baths and Washhouses Act, 1878, it is provided that a local authority may close a public swimming bath during the winter months, and may allow it to be used for such purposes of healthful recreation or exercise as they may think it. The defendant corporation let their baths for the purpose of being used as a kinematograph theatre.

Held, that the letting was for the purpose of "healthful recreation" within the meaning of the Act.

This was a motion for an injunction to restrain the defendants from permitting the Hoxton Public Baths to be used as a kinematograph theatre or to be used by their lessee, the defendant Wright, for kinematograph entertainments, or in any manner not authorized by the Baths and Washhouses Acts, 1846 to 1899. By section 5 of the Act of 1878 the local authority may, during five months in the year, from November to March, close any swimming bath, and may allow any swimming bath to be used as an empty building for such purposes of healthful recreation or exercise as they may think fit. By the Baths and Washhouses Act, 1896, section 2, before any such bath can be used for music or dancing a licence must be obtained, and no part of such premises in respect of which a licence is obtained shall be let otherwise than occasionally, and no money for admission shall be taken at the doors. A similar provision is contained in the Act of 1899. The action was brought by the Attorney-General, at the relation of the Hoxton Cinema (Limited), which company had a kinema theatre in close proximity to the baths. The plaintiffs contended that a kinema exhibition was not a "healthful recreation or exercise," and was not therefore within the meaning of the section.

EVE, J.—The plaintiffs seek an injunction to restrain the defendants from using their public baths as a kinematograph theatre, and the claim is founded on the ground that the baths have been let for purposes not within section 5 of the Baths and Washhouses Act, 1878.

In considering the question, one must have regard to the purposes for which the Act was passed, the object being to enable the local authority during the winter months, when the baths were not producing income, to use the baths for the purpose of making a profit, or at least for recreation. Obviously, the Legislature intended to make the baths rent-producing during the winter months, and in that way to mitigate the loss which would otherwise be sustained. By section 5 of the Act of 1878 the local authority may close a swimming bath, and may allow it to be used for such purposes of healthful recreation or exercise as they may think fit. It is said that the purpose for which the baths are let is not a "healthful recreation or exercise" within the meaning of the Act, and that "healthful recreation" involves something in the nature of physical exercise. I doubt whether that is the true construction of "healthful recreation" standing alone. I think recreation is equivalent to entertainment—that is, something apart and free from work and the duties of life; I see nothing to limit it to physical exercise. The object of the Act was to afford means for utilising the baths during the winter months, and if they could only be used for physical exercise, many people would be debarred from all recreation for which the baths could be used. The Act provides for healthful recreation, but I think the word healthful there means wholesome or salutary. It is said, however, that a kinema entertainment is neither wholesome nor salutary, and that inasmuch as there is no prohibition, there is nothing to prevent an unwholesome entertainment being given. I do not think that is the true test to apply. It cannot be said that a recreation which is wholesome ceases to be so because it can be so represented as to be unhealthy. As a rule kinema exhibitions are wholesome, and the mere fact they may become unwholesome does not make them so. I think therefore the letting of the baths for kinema entertainments is a letting for a recreation of a healthful character. Then it is objected that the letting involves the user of music, and that inasmuch as the user of music involves a licence, section 2 of the Act of 1896 comes into operation, and no money can be taken at the doors. On the other hand, it is said that here the user of music is merely incidental, and not such as to require a licence, and in support of that contention the cases of *Quaglieni* v. *Matthews* (6 B. & S. 474) and *Reg.* v. *Tucker* (2 Q. B. D. 417) were cited, from which it seems that, as the law stands, there is a distinction between incidental and other music. But that is a matter for the trial of the action. The motion therefore failed.—Counsel, *Maugham*, K.C., and *Guest Mathews; Macmorran*, K.C., and *Naldrett; Clayton*, K.C., and *J. D. Israel*. Solicitors, *Donald S. Ball; R. C. Ray; Brozholm & Williams*.

[Reported by S. E. Williams, Barrister-at-Law.]

Bankruptcy Cases.

***Re* A DEBTOR (No. 1 of 1914 Oldham).** Horridge and Atkin, JJ. 9th March.

Bankruptcy—Act of Bankruptcy—Deed of Assignment for the Benefit of Creditors—Assent of Petitioning Creditor—Retainer of Solicitor to Conduct an Action—How far Binding on Creditor—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52) s. 4, sub-section (1) (a).

A retainer to a solicitor to conduct an action does not authorize him after judgment to assent on behalf of the plaintiff to a deed of assignment executed by the defendant for the benefit of his creditors.

Appeal from a receiving order made in the county court at Oldham. The petitioning creditor was a Mrs. Marples, whose husband had been killed through the negligence of a servant of the debtor. She had given a retainer to a solicitor to take the necessary proceedings on her children's and her own behalf to recover compensation for the loss of her husband. The solicitor conducted an action for her in which she recovered judgment for £850. The petitioning creditor issued execution on the judgment, but when the sheriff went in to seize the goods of the debtor he was met by a deed of assignment for the benefit of creditors. It appeared that the petitioning creditor's solicitor had attended the meeting of creditors on her behalf, but without any instructions from her so to do, and had voted for the appointment of the trustee under the deed of assignment. The petitioning creditor refused to sign an assent to the deed of assignment, and declared that her solicitor had no authority to assent to it on her behalf. She presented a bankruptcy petition against the debtor in which the act of bankruptcy alleged was the execution of the above-mentioned deed of assignment. A receiving order was made thereon in the county court at Oldham, from which the debtor appealed. Counsel for the appellant contended that the petitioning creditor had so assented to or acquiesced in the deed of assignment as to preclude herself from relying upon it as an act of bankruptcy, the act of assent relied on being that her solicitor had voted for the appointment of the trustee under the deed, and that she was bound by such acts of her solicitor by reason of the retainer she had given him.

Horridge, J., held that though a retainer to take the necessary proceedings to recover compensation such as that in the present case might be construed to include an authority to the solicitor to compromise the plaintiff's claim by accepting from the defendant a less sum than that for which judgment had been recovered against him, still it did not include an authority to compromise as between the plaintiff and the other creditors of the defendant. The petitioning creditor was therefore not bound by any acts of her solicitor constituting assent to or acquiescence in the deed of arrangement, but was entitled to rely upon the deed as an act of bankruptcy, and the receiving order which she had obtained must stand.

Atkin, J., concurred. Appeal dismissed.—Counsel, *T. G. R. Dehn; R. Bennett*. Solicitors, *Bailey, Redman, & Co.*, Manchester; *Maw, Redman & Co.*, for *Sharrate & Saxon*, Manchester.

[Reported by P. M. Francke, Barrister-at-Law.]

***Re* BRANSON. *Ex parte* THE TRUSTEE.** Horridge, J. 9th March.

Bankruptcy—Practice—Motion Launched by Trustee before Obtaining Sanction of Board of Trade or Committee of Inspection—Costs—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 22, sub-section (9); s. 57, sub-section (2) (3); s. 73, sub-section (3)—Bankruptcy Act, 1890 (53 & 54 Vict. c. 71), s. 15, sub-section (3)—Bankruptcy Rules, 1886-1890, rr. 117, 337.

The fact that a trustee in bankruptcy has served a notice of motion before obtaining the sanction of the Board of Trade or of the Committee of Inspection does not disentitle him from recovering the whole of the costs of such motion against the respondents to the same.

Upon the 9th of December, 1913, a receiving order was made against the debtor; he was shortly afterwards adjudicated bankrupt, and a trustee was appointed. In January, 1914, the trustee applied to the debtor's solicitors for the papers and documents of the bankrupt in their possession. The solicitors refused to hand them over, alleging that they were taking steps to apply for the annulment of the bankruptcy. After some correspondence, the trustee served a notice of motion on the solicitors on the 4th of February, asking for an order that they should deliver up the papers and documents and a cash account. The bankrupt, as a person aggrieved, applied to the court for an injunction to restrain the trustee from proceeding with the motion, because no committee of inspection had been appointed who could authorize the trustee to take such proceedings, nor had the trustee obtained the sanction of the Board of Trade, as is necessary when no committee of inspection has been appointed. When the application for an injunction came on for hearing, the trustee undertook to obtain the consent of the Board of Trade or of the committee of inspection, if one were appointed, before proceeding further. Upon such undertaking being given, the court made no order upon the application. Upon the 16th of February a committee of inspection was appointed who passed resolutions approving of the motion launched by the trustee, and authorizing him to proceed therewith. Upon the motion now coming on for hearing, counsel for the respondents stated that his clients were prepared to hand over the documents and accounts demanded by the notice of motion, but contended that the trustee was not entitled to any costs prior to the 16th of February, on the ground that he had launched the motion without any authority. At the date of the service of the notice of motion the trustee had not obtained the sanction of the committee of inspection to institute any legal proceedings, nor to employ a solicitor to take any proceedings, under section 57, sub-sections (2) and (3) of the Act of 1883; nor had he obtained the consent of the Board of Trade, or of the official receiver, as required when there is no committee of inspection, under section 22, sub-sections (9) and (3), rule 337. Under section 73, sub-section (3), and rule 117, the taxing master in bankruptcy has to be satisfied, before passing any solicitor's bills incurred by the trustee, that the employment of the solicitor has been duly sanctioned, and section 15, sub-section (3) of the Act of 1890 lays down that "The sanction required under section seventy-three of the Principal Act for the employment of solicitors and other persons must be a sanction obtained before the employment, except in cases of urgency, and in such cases it must be shewn that no undue delay took place in obtaining the sanction."

Horridge, J., overruled the objection, and held that the requirements of section 73, sub-section (3) of the Act of 1883, section 15, sub-section 3 of the Act of 1890, and rule 117, which lay down that when taxing the costs of the trustee against the estate the taxing master must satisfy himself that all the costs incurred have been duly sanctioned, all tend to shew that the sanction required before legal proceedings are taken under sections 32 and 57 of the Act of 1883, is a sanction enacted for the protection of the estate against the trustee, and was never intended to be available as a defence by parties against whom the trustee may take proceedings. There must, therefore, be an order in the terms of the notice of motion, and the respondents must pay the costs.—Counsel, *E. W. Hansell; Barrington-Ward*. Solicitors, *Osborn & Osborn; Batchelor & Cousins*.

[Reported by P. M. Francke, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

PALMER *v.* PALMER AND STOCKLEY. Evans, P. 10th March.

Divorce—Practice—Wife's Costs—Trial Lasting More than One Day—Guilty Wife—Usual Order—Special Order.

Justice to a husband may call for special orders as to a wife's costs, but the costs of a guilty wife are not to be limited as to any part thereof to a previous estimate, but are to be such as, on a strict taxation, are found proper to be allowed as between party and party.

The respondent wife obtained the usual order securing her costs of the hearing. The trial lasted more than one day and her counsel made the usual application for further security in respect of the remaining days. The application was acceded to. The case was heard by Bucknill, J., and lasted four days. The respondent was found guilty of adultery. No special order with reference to her costs was asked for, and the common form order in such cases was embodied in the decree. On taxation a larger sum was allowed for the wife's costs of preparing for trial than the sum which had been fixed by the registrar and ordered to be secured before the hearing. In effect the taxing registrar gave the wife party and party costs. The petitioner husband appealed to the judge as on a review, and contended that no further sum should have been allowed up to the beginning of the second day of the trial than had been secured, and that the only proper addition to the amount secured was in respect of the second and subsequent days. The summons for a review was adjourned into court for argument. After argument by counsel,

EVANS, P., in giving judgment, said: The order as to costs which was drawn up in this case as part of the decree was in the form which has been adopted for some years in cases like the present, and it runs as follows: "And it is further ordered that the petitioner do pay to the respondent her taxed costs not to exceed the amount ordered to be paid into court or secured for the wife's costs of hearing, together with such further sum as would have been ordered to be paid into court or secured had the duration of the hearing been known at the date of such order." Upon taxation a larger sum was allowed for the wife's costs of preparing for trial and of the first day's hearing than the sum which had been fixed by the registrar and ordered to be secured before the trial. In fact, by the taxation, the taxing registrar gave the wife her costs as taxed between party and party. The petitioner thereupon appealed, and contended that no further sum should have been allowed up to the beginning of the second day of the trial than had been fixed and secured, and that the taxing registrar ought only to have allowed the costs incurred on the second and subsequent days in addition to the sum already secured. The contention amounts to this, that the costs previously ordered to be paid or secured up to the end of the first day of the hearing, according to an estimate formed before the actual costs could be ascertained, should be limited and confined in a watertight compartment, and from the end of the first day the further costs should be taxed without any reference to the estimate made for the costs up to the end of the first day of the hearing. As it was said that the contention involved an important question of practice, I postponed my decision in order to consult the registrars of this court, as to the practice which has been adopted. The effect of the case of *Robertson* v. *Robertson*, in the Court of Appeal (6 P. D. 119), and of the adverse criticism upon it of Hannen, P., in *Smith* v. *Smith* (30 W. R. 688; 1882, 7 P. D. 84) seems to have been to unsettle, rather than to settle, the practice. The report which the registrars have made to me is as follows: "Formerly application for increased security was made at the end of each day's hearing and a further sum was fixed by the taxing registrar if possible or by the registrar in court. Subsequently, in consequence of some observations made in the Court of Appeal in the judgment in *Robertson* v. *Robertson* (*supra*), it became the practice in the court after an application for increased security, instead of making the usual order as to the wife's costs, to direct a taxation of her costs and to adjourn the application as to her costs into chambers after the amount of the taxed bill had been ascertained. This invariably resulted in the wife being allowed the whole amount of the taxed bill, and entailed a great number of applications to the judge. In November, 1908, Barnes, P., directed that the usual order for the wife's costs, after an application for increased security had been made and granted, should be in the following form—'And it is further ordered that the petitioner do pay to the respondent her taxed costs not to exceed the amount ordered to be paid into court or secured for the wife's costs of hearing, together with such further sum as, in the opinion of the taxing registrar, would have been allowed if the duration of the trial had been known at the time of such previous order.' This form was settled by Barnes, P., in *Harrison* v. *Harrison and Mears* (not reported) in November, 1908, and is the form of order which has since been in use in such cases. On taxation of a bill of costs in pursuance thereof it has been the practice to interpret it as extending to the whole of the wife's bill of costs strictly taxed as between party and party." The taxation in the present case proceeded upon this footing and was in accordance with the practice. I cannot say that the taxing registrar proceeded upon a wrong principle; indeed, the taxation was in strict accordance with the decision in *Robertson* v. *Robertson* (*supra*), and there is no reason for interfering with it. The petitioner's appeal therefore fails. But I desire it to be distinctly understood that nothing I have said in this case affects in any degree the discretion which is vested in, and exerciseable by, the judge under section 51 of the Matrimonial Causes Act of 1857 (20 & 21 Vict. c. 85), and particularly under rule 159 of the Divorce Rules. Where, at the hearing, the presiding judge is asked to make a special order as to costs, and makes the order in the judicial exercise of his discretion, such an order is final, and is not subject to appeal: *Butler* v. *Butler* (15 P. D. 126). At page 130 in the report of that case Lindley, L.J., says: "Where an Act says that costs shall be in the discretion of a judge it not competent to any judge to lay down a rule which shall fetter other judges in the exercise of their discretion." In many cases which have been decided by my predecessors and myself such special orders have been made at the hearing, either upon application or of the court's own motion, and cases frequently occur where, in justice to the husband, such special orders ought to be made. But in the case in which the present appeal against the taxation is brought, although the wife was found guilty of adultery, the learned judge gave her the usual costs; which means that the costs are not to be limited as to any part thereof to a previous estimate, but are to be such costs as are ascertained on taxation to be the proper costs to allow in a strict taxation as between party and party.—COUNSEL, for the petitioner, *Ralph Bankes*, K.C., and *Goddard* (with them *J. B. Matthews*, K.C.); for the respondent, *Barnard*, K.C., *Le Bas*, and *Noel Middleton*; co-respondent in person. SOLICITORS, for the petitioner, *Ford & Ford*, for *A. A. Maund*, Worcester; for the respondent and co-respondent, *Church, Rendell, Bird, & Co.*

[Reported by C. P. HAWKES, Barrister-at-Law.]

Societies.

The Union Society of London.

The twenty-second meeting of the 1913-14 session was held at 3, King's Bench-walk, Temple, on Wednesday, the 1st of April, 1914, at 8 p.m. The president was in the chair. Mr. Steimann moved: "That in view of the large number of unmarried women in this country the principles of polygamy should be adopted." Mr. Barclay opposed. There also spoke: Mr. Willson, Mr. Batten, Mr. Counsell, Mr. Gallop, Mr. Morden, Mr. Craufurd, and Mr. Easton. The motion was lost.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—At a meeting of the society, held at the Law Society's Hall, Chancery-lane, W.C., on the 31st day of March, 1914 (Mr. P. B. Skeels in the chair), the subject for debate was: "That serious differences between the two Houses of Parliament should be referred to a poll of the electorate." Mr. P. B. Henderson opened in the affirmative; Mr. C. H. Gurney opened in the negative. The following members also spoke:—Messrs. W. S. Jones, R. P. Croom Johnson, W. S. Meeke, A. Y. Annand, A. C. Jacob, C. R. Morden, F. W. Evans, G. R. Goldingham, and H. P. Gisborne. The motion was carried by 8 votes.

PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' DEBATING SOCIETY.—On Friday, the 20th of March, 1914, the twelfth ordinary meeting of this society was held in the Law Library, Princess-square, Plymouth, G. N. Dickinson, Esq. (the president), in the chair. The subject for debate was as follows:—"A is a passenger on the South Coast Railway to Bournemouth West. The train stops for twenty minutes in Bournemouth Central Station, where A alights to procure refreshments. He leaves his hat and stick in the carriage. They are removed by one of the company's servants, who have instructions to remove all articles left in the carriages at Bournemouth Central Station. A arrives at Bournemouth West hatless, and without his stick, and has to take a cab to his hotel. He writes the company for the return of his property, and is told he may have them on payment of 6d., the charge for lost property. He refuses to pay, and brings an action for their recovery. Will he succeed?" Mr. L. V. Holt opened the debate in favour of the affirmative, and was supported by Mr. P. J. H. Morcom. Mr. E. C. T. Finch led for the negative, and was seconded by Mr. H. Woollcombe. Messrs. N. C. B. Willey, B. E. Gill, B. H. Chowen, and E. S. Dobell also took part in the debate. Mr. Holt having replied, the chairman summed up, and put the motion to the meeting, when it was decided in the negative by 6 votes to 2.

The Admission of Women as Solicitors.

A deputation was received on the 27th ult. by the Lord Chancellor from the Committee for the Admission of Women to the solicitors' profession, says the *Times*. The deputation was introduced by Mr. J. W. Hills, M.P., and amongst those composing it were Lord Robert Cecil, K.C., M.P., Sir Frederick Pollock, Mr. G. Radford, M.P., Mrs. Fawcett, Mrs. Humphry Ward, Lady Selborne, Mrs. Garrett Anderson, Dr. Jane Walker, Miss Violet Markham, Miss Mary McArthur, and the four plaintiffs in the recent test action brought against the Law Society.

Mr. J. W. Hills pointed out that all the universities in England admitted women to the Law Degree except those of Oxford and Cambridge. For thirty years they had practised as lawyers in the United States, and he believed there were 20,000 of them there. They also practised as lawyers in various countries, and in several British colonies.

Mrs. Fawcett said she viewed the admission of women to the profession of solicitors from a double point of view: first, the advantage to women themselves in following an honourable profession, and, secondly, the advantage to the general mass of women, who would have the opportunity of consulting a trained legal adviser of their own sex.

Lord Robert Cecil said the clear general principle they had gone on was that women were entitled to do anything unless there was some reason why they should not; and he believed that principle was not contested in the Court of Appeal. With regard to the time for the Bill in the House, it would only occupy a very short time there, and very little time "upstairs"; in fact, he did not think it would occupy more than two hours of Parliamentary time in all its stages.

The Lord Chancellor, in reply, said it was not necessary for him personally to enter into the details of the argument on the broad question of whether women should be freed from the disability which existed at the present time. When he was in the other House he used to bring in a Bill for the removal of disabilities from women going far beyond that which they asked, and he still held to the principle of that. He was strongly of opinion that they ought to leave it to nature and not to the law to determine what those disabilities were. Personally he was entirely in favour of the principle of the Bill. It was a good time away from Sir Edward Coke's days, and Sir Edward Coke himself was rather a reactionary when they considered the position of women who immediately preceded him, such as Lady Jane Grey, who possessed the very highest qualifications. He thought if Sir Edward Coke lived to-day he would be rather puzzled at the changes that had since taken place. With regard to the general attitude of the Government towards the Bill, he said he had spoken to the Prime Minister and the Law Officers of the Crown, and they were all in favour of the principle of the Bill. He thought that it was right that such a disability as occurred in their case should be removed.

With regard to Parliamentary time, he would be a bold man who would make a disposition of the time of the House of Commons, particularly when he was somebody in the House of Lords. It was always difficult for a Government to give time to any particular Bill, because it at once opened the door to a tremendous number of demands from other people. But they had in their favour the fact that the Government was in sympathy with their Bill, and that Sir John Simon, who was a person very much concerned in the matter, was in sympathy with it. He could not make any promise about Government time, because it was not in his power to make any such promise; but later in the Session it very often happened, when there was a Bill about which there was an approach to general agreement, the conditions got easy, and if they watched that situation and kept in communication with the Attorney-General he was sure they would find a sympathetic ear.

At a meeting of the Court of the City of London Solicitors Company, held on Tuesday night, it was resolved to request the Law Society, in the interests of the profession as a whole, to oppose any measure which proposes to admit women to the profession, and to take all necessary steps to prevent the Bill from becoming law.

Legal News.

Appointment.

Mr. Benjamin L. Cherry, of Lincoln's-inn, has been appointed one of the Conveyancing Counsel of the Supreme Court in the place of Mr. Edward Hume, who has retired.

Changes in Partnerships.

Dissolutions.

Charles Marchant and George Ogilvy Jackson, solicitors (Marchant & Jackson), 10, Charles-street, St. James's-square, S.W. Mar. 25.

Albert Kaye Rollit and James Burroughs (deceased), solicitors (Rollit & Sons & Burroughs), 3, Mincing-lane, in the city of London. Dec. 11, 1907, by the death on that day of the said James Burroughs; Albert Kaye Rollit, having carried on the said practice on his own account at the same address, under the firm name of Rollit & Sons, with a view to the winding-up of the partnership affairs, until March 31, 1912, ceased to practise as a solicitor at the said address, and from that date.

Kenneth Herbert Thompson and Henry John Edwin Stinson, solicitors (Thompson & Stinson), 18, Walbrook, London, E.C. March 21. [*Gazette*, March 27.

George Edward Dawson and George Appleton Wood, solicitors (Dawson & Wood), No. 35, Station-square, Harrogate. March 28. The said George Edward Dawson will continue to practise at 11, Albert-street, Harrogate, and the said George Appleton Wood, at 35, Station-square, Harrogate. [*Gazette*, March 31.

Information Required.

William Hamilton Codrington Nation, deceased, late of Rockbeare, Devon; 19, Queen's-gate, S.W.; and 2, Ryder-street, St. James'; often residing at Lord Warden Hotel, Dover, and Hotel du Louvre, Paris. To solicitors, bankers and others. Any person having charge of a will or other testamentary disposition of the above named deceased, who died on the 17th of March, 1914, is requested to be good enough forthwith to communicate with either Messrs. Rawle, Johnstone, & Co., 1, Bedford-row, London, W.C.; or Messrs. Dunn & Baker, of Exeter, solicitors for the heir-at-law and next-of-kin of the said William Hamilton Codrington Nation.

General.

The Commissioners of Inland Revenue have entered into an agreement with the Port of London Authority for the composition of the stamp duties payable on transfers of an issue of £1,000,000 Port of London Four per Cent. Inscribed Stock. Transfers executed on or after the 30th of December, 1913, are exempt.

Sir David Brynmor Jones, M.P., presided on the 26th ult. at a meeting of members of Parliament and the Committee of the Divorce Law Reform Union, held at the House of Commons, to consider the terms of the Matrimonial Causes Bill embodying the report of the majority of the Divorce Commission. Arrangements were made for the presentation of the Bill at an early date.

The statutory first meeting of creditors was held at Bankruptcy Buildings, on the 30th ult., under the receiving order made on the 13th of March, on the petition of a money-lender, against Mr. Edward Thomas Holloway, barrister-at-law, of Essex-court, Temple. Mr. W. P. Bowyer, Official Receiver, who presided, said that since the receiving order the debtor had been knocked down and fatally injured by a motor-car near his home in Streatham. The coroner's jury had returned a verdict of "Accidental death." Before the accident the debtor had attended in the department of the Official Receiver and had stated that he owed between £8,000 and £9,000 to about fifteen creditors, and had no assets. The case was left in the hands of the Official Receiver.

Mr. Montague Hughes Crackanthorpe, K.C., D.C.L., of Newbiggin Hall, Westmorland, and of 20, Rutland-gate, S.W., D.L., J.P. for Westmorland, a bencher of Lincoln's Inn, a former president of the Eugenics Education Society, and formerly standing counsel to Oxford University, who died on the 16th of November, aged eighty-one years, son of the late Mr. Christopher Cookson, of Wellington, Somerset (he assumed the name of Crackanthorpe on succeeding to the Newbiggin Hall Estate), left, says the *Times*, estate of which the net personalty has been sworn at £66,532 4s. 11d. Notwithstanding his eminence as a lawyer, affidavits of due execution were required in respect of each of the codicils to Mr. Crackanthorpe's will, and in this respect he was merely following in the footsteps of many another ornament of the profession. He left £50 to the Eugenics Education Society, £120 to his housekeeper, £100 to his housemaid, and six months' wages to each other domestic servant of two years' service. After various other bequests he left the residue of his property to his wife.

At Bow-street Police Court on the 20th ult., says the *Times*, Sir John Dickinson gave his decision in the "Skipper Sardine" case, which was opened as long ago as the 24th of May of last year. It was in favour of the French packers' contention that fish known as "bristling" may not be sold as sardines. The defendants, Mr. Angus Watson and Mr. Henry Bell Saint, packers of "Skipper Sardines," were summoned under the Merchandise Marks Act for selling fish in oil to which the false trade description "Sardines" was applied. Mr. Bodkin and Mr. D. M. Kerly represented the Congress of French Packers of Sardines, at whose instance the proceedings were taken; Mr. A. J. Walter, K.C., Mr. Colefax, K.C., and Mr. Curtis Bennett appeared for the defendants. Sir John Dickinson said that the short point was whether or not the defendants were entitled to sell the Norwegian fish known as bristling under the name of "Skipper Sardines" or "Norwegian Skipper Sardines." The industry of packing this fish had existed in Norway since 1879. They were at first sold as "Sprotten in öl," and later as "Norwegian sardines." The trade in such goods had advanced rapidly during the past ten years, and had now assumed large proportions. The defendants had been engaged in importing and selling Norwegian bristling since 1903, and during that time had commonly applied to them the name "Norwegian Sardines." There were various brands, among them being the one known as "Skipper." The Norwegian bristling was identical with the sprat, and distinct from the pilchard. Since 1822 the industry had existed in France in packing

the immature pilchard, and since 1874 in Cornwall. "Sardine" was the French name for the pilchard, both before and after it was caught and prepared in tins. In France it was limited to the pilchard, although dishonest persons might have packed other fish in that country, and fraudulently sold them as sardines. "Sardine" was not a trade description lawfully and generally applied to any suitable fish, but to one definite and particular kind of fish—namely, the pilchard. He found that the name "Sardine" had always been limited by high-class dealers to the immature pilchard packed in oil in tins. He ordered each of the defendants to pay a penalty of £20 and 100 guineas costs. Mr. Walter said that the case was an extremely important one to the trade, and his clients were desirous of appealing to quarter sessions, and asked the magistrate to fix the amount of the recognizances for prosecuting the appeal. Mr. Bodkin asked that the amount of the recognizances should be substantial, remarking that the costs of the prosecution alone had been a trifle over £2,000. The magistrate ordered the defendants to find two sureties of £250 each.

The *Standard* says it is informed that several important changes in the composition of the judicial bench will take place at an early date. It is understood that both Lord Justice Vaughan Williams and Mr. Justice Channell will retire. Both are now in their seventy-seventh year, the former having been twenty-four years on the bench.

At a dinner of the Imperial Industries Club, held at De Keyser's Royal Hotel, on Wednesday night, the subject for discussion was: "The Compulsory Working of Patents and Designs." Sir G. Wyatt Truscott, the president, was in the chair. Mr. Walter Reid, says the *Times*, in opening the discussion, said that British industry was unfairly handicapped by allowing foreigners to take out patents and acquire monopolies without working the patents in this country. Sir G. C. Marks said that if a patentee did not work his patent in this country it should be automatically open to any member of the trade, after four or five years, to go to the Patent Office and acquire a licence to work it. Mr. Walter, K.C., said the proposal by the Manchester Chamber of Commerce urging upon the Government the desirability of amending the rules under the Act of 1907 so as to place the burden of proof of working in this country upon the patentee was most mischievous. He thought that on the whole compulsory working was a hindrance to trade and invention, and should be abolished. Lord Moulton said that the present legislation with regard to compulsory working of patents was not only mischievous, but idiotic. The very able Minister who "fathered" the Bill and got it through the House of Commons literally "saw red" when the word "invention" was mentioned. Compulsory working of inventions would be the greatest possible boon to inventors. It was the manufacturer who wanted to prevent the inventor proper from getting the returns of his invention.

At the Central Criminal Court on Wednesday the charge against John Starchfield, newsvendor, of the wilful murder of his young son William, was withdrawn at the suggestion of Mr. Justice Atkin. The body of the boy was found in a North London Railway train on the 8th of January. At the close of the case for the Crown, says the *Times*, his lordship suggested to Mr. Bodkin that the evidence of identity was not sufficient in a case of life and death. Mr. Bodkin agreed, and the judge directed the jury to return a formal verdict of "Not Guilty." Mr. Justice Atkin then said: Comments have been made with reference to the way in which the inquisition before the coroner was conducted. It appears to me that he violated all the principles on which an inquiry should be conducted. It was most improper to procure evidence in such a way. He read the evidence which the witnesses had given to the police, violating the ordinary rule of putting leading questions; but that was not all, the matter should have been put by questions to the witnesses by the coroner, as far as he thought it was necessary to ask questions. In addition, I find that the depositions were not taken down at the time, or, at any rate, they were not read over to the witnesses. They seemed to have been typed and sent out all over London to the different witnesses for the purposes of being signed. Then apparently the coroner's officer who took them round was permitted to allow the witnesses to correct them. That procedure seems to me to be an entire mockery and an abuse of the duties entrusted to any coroner. The prisoner will be discharged.

The next Examination of candidates for admission into the Society of Incorporated Accountants and Auditors will be held in England, Scotland and Ireland, on May 25th, 26th, 27th and 28th.

QUEENSLAND GOVERNMENT LOAN.—On another page the issue is announced of £2,000,000 Queensland Government Four per Cent. Inscribed Stock, 1940-1950, applications for which will be received by the Bank of England at the price of £99 per cent.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1	Mr. Justice JOYCE.	Mr. Justice WARRINGTON.
Monday April 6	Mr. Goldschmidt	Mr. Greswell	Mr. Bloxam	Mr. Jolly
Tuesday 7	Borrer	Bloxam	Jolly	Greswell
Wednesday .. 8	Leach	Jolly	Synge	Borrer
Thursday 9	Church	Borrer	Farmer	Synge

Date.	Mr. Justice NEVILLE.	Mr. Justice EVE.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.
Monday April 6	Mr. Leach	Mr. Farmer	Mr. Church	Mr. Borrer
Tuesday 7	Goldschmidt	Synge	Farmer	Leach
Wednesday .. 8	Church	Bloxam	Goldschmidt	Greswell
Thursday 9	Greswell	Goldschmidt	Leach	Jolly

The Easter Vacation will commence on Friday, the 10th day of April, 1914, and terminate on Tuesday, the 14th day of April, 1914, inclusive.

Circuits of the Judges.

SPRING ASSIZES, 1914.	NORTHERN.	N. EASTERN.
Commission Days.	Ridley, J. Bray, J.	A. T. Lawrence, J. Avory, J.
Monday, April 20	..... Liverpool .... (Civil and Crimina)	.....
Saturday, May 2	.....	..... Leeds..... (Civil and Criminal)
	Bray, J. Bankes, J.	
Monday, May 11	..... Manchester .. ... (Civil and Criminal)	.....

The Property Mart.

Forthcoming Auction Sales.

April 7.—MESSRS. HARRODS, LTD., at the Mart, at 2: Leasehold Town House (see advertisement, back page, March 14).

April 7.—Messrs. HAMPTON & SONS, at the Mart, at 2: Leasehold House (see advertisement, back page, March 21).

April 21.—Messrs. HAMPTON & SONS, in conjunction with Messrs. T. D. & A. R. PEACEY, at the Mart, at 2: Freehold Residence (see advertisement, back page, this week).

April 29.—Messrs. HAMPTON & SONS, at the Mart, at 2: Freehold Residence (see advertisement, back page, this week).

Result of Sale.

Reversions, Policy, and Shares.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Periodical Sale of these interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold, at the prices mentioned:—

ABSOLUTE REVERSIONS—	
To One-seventh of £3,814	Sold £195
To One-third of about £2,800	„ £595
To One-tenth of £7,179	„ £290
REVERSION to One-eleventh of £331 7s.	„ £20
FULLY-PAID POLICY for £1,000..	„ £155
7 CUM. 5 PER CENT. PREF. SHARES of £5 each in Peter Robinson, Ltd.	„ £35

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Mar. 27.

AGINCOURT STEAMSHIP CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims to R. I. Dodsworth, 21, Billiter st, liquidator.

ALBION SYNDICATE, LTD.—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to Llewellyn Hayward Wilkins, Finsbury Pvmt house, Finsbury pvmt, liquidator.

GEORGE FERN, LTD.—Creditors are required, on or before April 14, to send in their names and addresses, and the particulars of their debts or claims, to Herbert Stewart Lysons, 2, St Ann's pl, St Ann st, Manchester, liquidator.

RYDINGS MILLS, LTD.—Creditors are required, on or before April 30, to send in their names and addresses, and the particulars of their debts or claims, to John Philip Garnett, 61, Brown st, Manchester, liquidator.

EDWARD MOORE & CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 27, to send their names and addresses, and the particulars of their debts or claims, to Henry Chapman, Farrington st, South Shields, liquidator.

WILLIAM TIPPING, LTD.—Creditors are required, on or before May 31, to send in their names and addresses, and the particulars of their debts or claims, to Horace Baxter Leah, 9, Warren st, Stockport, liquidator.

TOORA PROPRIETARY TIN FIELDS, LTD.—Creditors are required on or before May 11, to send their names and addresses, and the particulars of their debts or claims, to Ernest Walter Sandeman, 4, London Wall bldgs, London Wall, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Mar. 31.

BIRTLEY SKATING RINK AND ENTERTAINMENTS SYNDICATE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Thrale C. Martin, E. Milburn House, Newcastle-on-Tyne, liquidator.

BYLAND LOUISA, LTD. (IN LIQUIDATION).—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims to S. G. Bruff, 155 Salisbury house, London Wall, liquidator

LUMEN FITTINGS CO, LTD.—Creditors are required, on or before April 25, to send their names and addresses, and particulars of their debts or claims, to George William Lindsay Thompson, 71, Temple row, Birmingham, liquidator

OJEN MINES, LTD.—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to William John Peter, 22, Basinghall st, liquidator

HENRY POOLEY & SON, LTD.—Creditors are required on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Albert Jabez Giles, Soho Foundry, Birmingham, liquidator.

PLOWDENS DRUG STORES, LTD.—Creditors are required, on or before April 25, to send their names and addresses, and particulars of their debts or claims, to George Edgar Corfield and George Montague White, 119, Finsbury pvmt, liquidators.

G. C. VAPORISER, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Ernest Layton Bennett, 31-32, Broad Street av, Blomfield st, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Mar. 27.

BRITISH INDIAN OIL MILLS, LTD.
WOOLLEN MANUFACTURING CO, LTD.
COLDWELL AND BARKER, LTD.
OJEN MINES, LTD.
E. SARGOOD WILLIAMS, LTD.
VAUGHAN & CO, LTD.
EDUARDO (1912), LTD.
BRITISH AND COLONIAL LIGHTING CO, LTD.
CLARKS' MOULDINGS, LTD.
TURRET BUTTON CO, LTD.
METAL HEAT TREATMENT, LTD.
SANTA FE LAND CO, LTD.
EAST SURREY PRESS, LTD.
ANGLO-FRENCH MERCANTILE AND FINANCE CORPORATION, LTD.
H. E. PROPRIETARY, LTD.
BRITISH CENTRAL TRUST, LTD.
EDWARD DAVIES, SEN., LTD.
CLAIO LAUNDRY CO, LTD.
COLLEGE MOTOR CO, LTD.
MERCANTILE DEBENTURE AND AGENCY CORPORATION, LTD.
TOORA PROPRIETARY TIN FIELDS, LTD.
M. J. S. SYNDICATE, LTD
FRANCO RUSSIAN SYNDICATE, LTD.
KINGSTON COLISEUM, LTD.
HENRY POOLEY & SON, LTD.
GEORGE BAYLIFF & SON, LTD.
BORNEO PLANTERS, LTD.
CHARNLEYS, LTD.
KINGSHURST PUBLISHING CO, LTD.
DYNAS POWIS STEAMSHIP CO, LTD.
"HOWTH" SHIPPING CO, LTD,
RUPERT SYNDICATE, LTD.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, Mar. 20.

ATKINSON, WILLIAM FLETCHER, Ilkley, Yorks April 30 Jeffery, Bradford
BAINBRIDGE, EDITH, Rosendale rd, Dulwich April 25 Rivington & Son, Fenchurch bldgs
BARBER, EDWARD SAMUEL, Beckenham rd, Penge, Jeweller April 30 Eves & Jones, Mark la
BARBER, ROBERT GEORGE, Weston super Mare April 30 Benham & Co, Laurence Pountney hill
BENTLEY, HARRY CUMBERLAND, Market Harborough Northampton April 21 Ford & Warren, Leeds
BEVAN, ROBERT AUSTEN, Cuckfield, Sussex May 1 Freeman & Cooke, Surrey st
BRAMHALL, ELIZABETH ANN, Buxton April 25 Taylor, Buxton
BRIGHT, Lady HANNAH BARRICK, Elm Park rd, South Kensington May 1 Prince, Durham villas, Kensington
BRUMELL, Rev. CHARLES, Holt, Norfolk April 30 Brumell & Sample, Morpeth
CANN, JOHN jun, Broadstairs, Kent, Motor Engineer April 30 Cann & Son, South sq, Gray's inn
CASSAN, THEODORE, Gainsborough, Surgeon April 18 Iveson & Son, Gainsborough
CHAMPION, ARTHUR WILLIAM, Grove rd, Bow, Beer Retailer April 15 Sampson, William st, Woolwich
CHIVERS, SARAH ANN, Bedminster, Bristol April 25 Sinnott & Son, Bristol
COATES, ARTHUR, Tooting, Chemist April 27 Walker & Terry, Belper, Derby
COATES JONATHAN, Belper, Derby April 28 Walker & Terry, Belper
DAVIES, SARAH ANN, Kearsley, Lancs May 1 Parkinson & Co, Manchester
DINSDALE, SARAH CATHERINE, Linslade, Bucks April 16 Atkey & Co, Sackville st
DONDE, RAFAEL, Mexico, U S M May 6 Hart, Old Broad st
EDWARDS, MARY ELLEN, Pandora rd, West Hampstead April 20 Andrews & Co, Essex st, Strand
FARRAR, FRANCES, Huddersfield April 25 Armitage & Co, Huddersfield
FERRERO, ENRICO, Campden Court mans, Kensington May 1 Greene & Underhill, Bedford row
FURLONGE, ELIZABETH, Bath April 27 Stone & Co, Bath
HALL, JOHN, Shilvington West House, nr Morpeth, Farmer April 30 Brumell & Sample Morpeth
HARRIS, EDWARD, Cockley Cley, Norfolk April 20 Matthews, Swaffham
HEATH, WILLIAM THOMAS, Buckhurst Hill, Essex April 20 Heath, Buckhurst Hill
HEINEMANN, ANN ALICE, Lancaster gate, Hyde Park April 16 Tyrer & Co, Liverpool,
HENLEY, ARTHUR ADDISON, Church End, Finchley April 30 Ewing, Southampton
HIGGS, SARAH JANE, Sparkbrook, nr Birmingham May 2 Kay, York
HILLEN, ADA, FLORENCE, Gloucester May 1 Earengey & Pruen, Cheltenham
HOLLINGS, ROBINA, Paris, France April 18 Maddison & Co, Old Jewry
HONEY, JOHN, St. Mewan, Cornwall, Engine Driver April 30 Higman, St Austell
HOYLAND, GEORGE DENNIS, Wombwell, Yorks, Veterinary Surgeon April 25 Nicholson & Co, Wath upon Dearne
HUDSON, JOHN HODGSON, and MABLE HUDSON, Consett, Durham April 30 Welford & Jackson, Consett
HULETT, MARY ANN East Ham May 5 Foster & Co, Queen st pl
JONES, JAMES, West Bromwich, Journeyman Butcher April 6 Sharpe & Darby, West Bromwich
KAVANAGH, EMILY MARIANNE, Exmouth April 30 Gamlen & Co, Grays' inn sq
KERLY, FREDERICK JOHN, Reading April 18 Kerly & Co, Austin Friars
KNIGHT, ELIZABETH, Sydenham May 1 Knight, Bromley, Kent
KRAUSS, JOHN SAMUEL, Wilmslow, Chester April 20 Aston & Co, Manchester
LOCK, CHRISTINA INGRAM, Berners st, Oxford st April 30 Abrahams & Co, Tokenhouse yd
MAHONEY, ELIZABETH ANN, Leigh, Lancs April 30 Gilroy & Speakman, Leigh
MARSDEN, JAMES, Masborough, Yorks, Beerhouse Keeper May 2 Kesteven, Sheffield
MOONEY, ANDREW, Royal Leamington Spa, Warwick April 20 Heath & Blenkinsop, Warwick
OVEREND, WILLIAM, Conoley, nr Skipton, Machine Maker April 4 Dewhirst & Son, Keighley
PEACOCK, EDWARD GEORGE, Bath, Fishmonger May 1 Stone & Co, Bath
PENISTON, WILLIAM, Doncaster April 22 Atkinson & Sons, Doncaster
PENNA, JOHN, Frock, Cornwall, Oyster Merchant April 15 Bennetts, Truro
PHILLIPS, WILLIAM, Saint Dogmells Rural, Pembroke, Farmer April 30 George & Co, Cardigan
PRIMAVESI, ZAVERIO FEDELE, Cardiff, Merchant May 1 Hunt & Hunt, Cardiff
RAMSBOTHAM, THOMAS, Exmouth May 8 Cheale & Son, Tunbridge Wells
RICHARDS, MADELEINE FRANCES, Hassocks, Sussex April 20 Walker & Co, Theobald's rd

RILEY, JAMES TURNER, Halifax April 30 Riley, Halifax
ROSEWALL, GEORGE BENNETT, St Ives, Cornwall April 20 Budd & Co, Bedford row
SCHOFIELD, JANE, Wigan April 21 Woodcock & Co, Wigan
SKELTON, HENRY, Downend, nr Bristol, MD, MRCP April 20 Strickland & Co, Bristol
STUCHBERRY, BENJAMIN, Deddington, Oxford April 10 Fairfax & Barfield, Banbury
TENNIEL, Sir JOHN, Fitzgeorge av, West Kensington April 27 Clarke & Co, John st, Bedford row
THOMAS, WILLIAM, St Thomas, Swansea April 25 James, Swansea
TOLHURST, WILLIAM, Thurnham, Kent, Farmer April 30 Howlett, Maidstone
TURNER, HENRY, Clitheroe, Lancs, Cooper May 9 Baldwin & Co, Clitheroe
WARWICK, MARY JANE, Stockton on Tees May 11 Faber & Co, Stockton on Tees
WHARTON, JOHN, Carlisle May 1 S & H S Cartmell, Carlisle
WHARTON, ELIZABETH, Carlisle May 1 S & H S Cartmell, Carlisle
WHARTON, JOSEPH, Carlisle May 1 S & H S Cartmell, Carlisle
WILLIAMS, JOSEPH WILLIAM, Banton Abbey, Staffs April 18 Wragge & Co, Birmingham
WILSON, JOHN AMBLER, Halifax April 30 Riley, Halifax
YOUNGS, SAMUEL, Barking, Suffolk, Farmer April 16 Hayward & Son, Needham Market, Suffolk

London Gazette.—TUESDAY, Mar 24.

ABRAHAMS, BENJAMIN, Sloane av, Chelsea April 20 Arnatt, John st, Bedford row
AUGERAUD, WILLIAM, Eastbourne May 9 Rooper & Whately, Lincoln's inn fields
BARKER, SARAH, Oxford Sept 23 Randall & Son, Copthall bldgs
BEATTIE, SARAH, Streathbourne rd, Balham April 30 Stewart, Public Trustee, Clement's inn
BLECHYNDEN, ANN, Whitley Bay, Northumberland April 20 Carse, Newcastle upon Tyne
BRANNAN, MARY, Patricroft, nr Manchester April 23 Bowden, Manchester
BRINDLEY, HENRY, Bradley Green, Staffs, Grocer April 23 Heaton & Son, Burslem
CLOVER, ROBERT, Southsea April 28 Edmonds & Bullin, Portsmouth
COBB, RHODES, Kingston on Thames April 30 Janson & Co, College hill
CROMPTON, MARY, Morcambe, Lancs April 27 Beech, Manchester
DURRANT, FANNY ELIZA, Upper Norwood April 25 Biddle & Co, Aldermanbury
FAIRWEATHER, ROBERT LANCASTER, Old Trafford, Manchester April 24 Payne & Co, Manchester
FULTON, MARY SPARHAM, Clacton on Sea April 18 Prior, Colchester
GARRETT, JOHN, Charlton April 22 Sampson, Woolwich
GIBBONS, SARAH ELIZA, Gladstone st, Battersea April 20 Hanson & Smith, Hammersmith
GLADDING, EDWARD, Quadring, Lincs, Farmer April 24 Blyton, Spalding
GRUNFELD, JOHANNA, Albany rd, Stroud Green May 11 Lotts Bros, Bartlett's bldgs
HANNA, ROBERT HENRY, Larch rd, Cricklewood April 22 Cowley, Gray's inn pl
HEWETT, WILLIAM JOHN, Kirkstall rd, Streatham Hill April 18 Cardens, Brighton
HOLMES, ARTHUR RUNDELL, Sutton, Surrey April 24 Pettiver & Pearkes, College hill
KAY, Lieut-Col FOSTER CUNLIFFE LISTER, Cladich, Argyll May 9 Mead & Co, King's Bench walk
LAW, ESTHER, Brighton May 5 Gerrard & Co, Suffolk st, Pall Mall East
LEE, ARTHUR, Bath April 21 Perham & Sons, Bristol
LINDSAY, ANNIE GRAHAM, Liverpool May 15 Walker, Liverpool
MAJOR, MARY JANE, Tudor rd, Upper Norwood April 30 Howard & Shelton, Lincoln House, Fore st
MARSHALL, MARIA, Lichfield May 1 Russell & Son, Lichfield
MARTIN, SAMUEL THOMAS, Bedminster May 1 Wansbroughs & Co, Bristol
MAYOR, EDWARD STANLEY, Bishop's Stortford, Herts May 20 Willis & Willis, Chancery ln
MERCER, CECIL, Wynnstay gdns, Kensington May 1 Wetherfield & Co, Gresham bldgs, Guildhall
MINNITT, HENRY CHARLES, Kingston on Thames May 9 Fox, Kingston on Thames
NORRIS, MARY ANN CLEVELAND, Lausanne rd, Peckham April 28 Loman & Co, Bloomsbury sq
OLIVIER, ELLEN, and FRANCES OLIVIER, Clifton, Bristol May 1 Collyer-Bristow & Co, Bedford row
OWEN, THOMAS, Carmarthen April 17 White & Son, Carmarthen
REDFORD, WALTER JOHN, Sale, Chester, Consulting Engineer May 1 Farrar & Co, Manchester
ROBINSON, CHARLES, Bradford, Dyer April 24 Farrar & Co, Bradford
SALMON, CATHERINE MARY, Luxor st, Loughborough Junction May 5 Miller & Smiths, Salters' Hall ct, Cannon st
SCARD, ANTHONY HARRISON, Kennington Park rd May 5 Miller & Smiths, Salters Hall ct
SCOLLAY, JAMES, Brighton April 27 Tatham & Co, Queen Victoria st
SELCKINGHAUS, EDWARD, Nauheim, nr Frankfort, Germany April 30 Jagger, Birmingham
SHEARMAN, JAMES, Waltham Abbey, Essex, Nurseryman April 18 Paul, New ct
SQUIRES, HENRY, Cropwell Bishop, Nottingham April 30 Alcock, Mansfield
STRUTHERS, CECILIA MORTON, Higher Broughton, Salford May 1 Field & Cunningham, Manchester
TOWNSEND, SARAH ANN, Churchdown, Glos May 1 Langley-Smith & Son, Gloucester
TRUMAN, WILLIAM FITT, Southport April 30 Fletcher & Fletcher, Southport
VINCENT, WILLIAM, Camden rd April 25 Kekewich & Co, Suffolk ln
WALKER, HERBERT WALTER PERCY, Chester, May 15 Wilson & Topham, Mirfield
WEBBER, MATILDA ELIZABETH, West Ealing April 30 Box & Co, Great James st
WHITMORE, JOSEPH, Birtley, Durham, Fruit Merchant April 4 Kent, Newcastle on Tyne
WINSTONE, FLORA, Cargeen rd, South Norwood April 24 Best & Best, Budge row

Bankruptcy Notices.

London Gazette.—TUESDAY, March 24.

FIRST MEETINGS.

ANDREWS, WILLIAM, Penrhiwceiber, Glam, Fish Salesman April 2 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
BOLTON, BERTHA, Sheffield April 2 at 11.30 Off Rec, Figtree ln, Sheffield
BENNETT, JAMES COOPER, Newcastle under Lyme, Coal Merchant April 1 at 11.30 Off Rec, King st, Newcastle, Staffs
BOLTON, MARY, Oxford April 2 at 12 1, St Aldates, Oxford
BRASSINGTON, MATTHEW, Ashton under Lyne, Salt Dealer April 1 at 3 Off Rec, Byrom st, Manchester
BROAD, GEORGE, Abingdon, Berks, Decorator April 2 at 11.30 1, St Aldates, Oxford
BROOKE, LOUIS, Manningham, Bradford, Solicitor April 1 at 11 Off Rec, 12, Duke st, Bradford
CLOVER, HENRY CHARLES, Aldersbrook rd, Manor Park Baker April 3 at 11 Bankruptcy bldgs, Carey st
COLLARD, CHARLES EDWARD HENRY, Bedminster, Bristol Purveyor April 1 at 11.45 Off Rec, 26, Baldwin st Bristol
CROCKFORD, HERBERT JOHN, Kingston upon Hull, Labourer April 2 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
CUNNINGHAM, CHARLES SALT, Lancaster, Confectioner April 1 at 11 Off Rec, 13, Winckley st, Preston

DAVIES, DAVID, Treorchy, Glam, Butcher April 2 at 12 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd

DAVIDSON, JOHN W, Sacriston, Durham, Builder April 2 at 2.30 Off Rec, 3, Manor pl, Sunderland

DEE, WILLIAM, Barrow on Humber, Farmer April 1 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

DUNKIN, THOMAS, Farnham Royal, Bucks, Corn Dealer April 2 at 11 14, Bedford row

DUNNING, PERCY, Bolton, Painter April 3 at 3 Off Rec, 19, Exchange st, Bolton

FIRTH, HERBERT, Far Headingley, Leeds, Painter April 3 at 11 Off Rec, 24, Bond st, Leeds

FREETH, FRANCIS EDWARD, Strand April 2 at 11 Bankruptcy bldgs, Carey st

GALSEY, REGINALD CHARLES, Sheffield, Physician April 2 at 12 Off Rec, Figtree ln, Sheffield

HARRIS, OSMOND, Newport, Mon, Clerk April 2 at 11 Off Rec, 144, Commercial st, Newport, Mon

HARRISON, JAMES, Tulse hill, Timber Merchant April 3 at 12 Bankruptcy bldgs, Carey st

HOPEKIRK, WALTER JOHN EDWIN, Westow hill, Upper Norwood, Hairdresser April 1 at 11 182, York rd, Westminster Bridge rd

HUTTON, ROSA HELENA, Martindale, Westmorland April 1 at 11 34, Fisher st, Carlisle

HUTTON, WILLIAM, Martindale, Westmorland, Butler April 1 at 11.15 34, Fisher st, Carlisle

JAMES, J, Maesteg, Glam, Boot Dealer April 1 at 1 Bankruptcy bldgs, Carey st

JAMES, THOMAS, Swansea, Tailor April 2 at 3 Off Rec, 4, Queen st, Carmarthen

LEWIS, WILLIAM HERBERT, Clifton, Bristol, Engineer April 1 at 11.30 Off Rec, 26, Baldwin st, Bristol

MACPHERSON, MICHAEL, Swansea, Wholesale Fruit Merchant April 3 at 11 Off Rec, Government bldgs, St Mary st, Swansea

MCKAY, ALEXANDER, Ovington st, Brompton rd April 1 at 12 Bankruptcy bldgs, Carey st

MERMAGEN, LEOPOLD WALDEMAR REGINALD, Brighton, Schoolmaster April 2 at 12 Off Rec, 12A, Marlborough pl, Brighton

PALETHORPE, HENRY JOHN, Leeds, Solicitor April 2 at 11 Off Rec, 24, Bond st, Leeds

PATTERSON, HAROLD DORMAN, Maidenhead April 3 at 11.30 14, Bedford row

PHILLIPS, JAMES, Nantymoel, Glam, Colliery Labourer April 1 at 11 117, St Mary st, Cardiff

RAINE, JAMES, East Borough, Yorks April 1 at 12 Off Rec, York City Bank chmbrs, Lowgate, Hull

RIGBY, JOHN, Asherton in Makerfield, Lock Manufacturer April 3 at 11.30 Off Rec, 19, Exchange st, Bolton

RILEY, WILLIAM, Burnley, Watchmaker April 3 at 10.15 County Court House, Bankhouse st, Burnley

ROWLAND, SAMUEL, Broadmayne, Dorset, Baker April 2 at 1 Off Rec, City chmbrs, Catherine st, Salisbury

STRUDWICK, ETHELBERT ELLIS, Bawtry, Yorks, Builder April 2 at 12.30 Off Rec, Figtree ln, Sheffield

TAYLOR, WILLIAM, Hove, Sussex, Greengrocer April 2 at 11 Off Rec, 12A, Marlborough pl, Brighton

WAKEHAM, HAROLD, Liverpool, Wine Merchant April 2 at 11 Off Rec, Union Marine bldgs, Dale st, Liverpool

WATKINS, WILLIAM FREDERICK, Astley, Worcester Licensed Victualler April 1 at 3 Lion Hotel, Kidderminster

WATSON, J, Wool Exchange, Clothing Manufacturer April 1 at 12.30 Bankruptcy bldgs, Carey st

WHITEHEAD, HENRY, Scawby, Lincs, Licensed Victualler April 2 at 10.30 Off Rec, St Mary's chmbrs, Great Grimsby

YOXALL, THOMAS, Cledford, nr Middlewich, Coal Dealer April 1 at 12 Off Rec, King st, Newcastle, Staffs

ZIMBLER, ISAAC, Ash grove, Hackney, Boot Manufacturer April 1 at 11.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BELFIELD, THOMAS, Rainow, Chester, Farmer Macclesfield Pet Mar 14 Ord Mar 20

BOLTON, BERTHA, Sheffield Sheffield Pet Feb 21 Ord Mar 21

BROOKE, LOUIS, Manningham, Bradford, Solicitor Bradford Pet Mar 20 Ord Mar 20

CADETT, EMILIUS EDWARDES, Ashtead, Surrey, Commission Agent Croydon Pet Jan 6 Ord Mar 19

CLOVER, HENRY CHARLES, Alderabrook rd, Manor Park, Baker High Court Pet Mar 19 Ord Mar 19

COBBETT, FRANK LESTER, Nailsea, Somerset, Builder Bristol Pet Mar 21 Ord Mar 21

CORCORAN, CUTHBERT, Birkdale, Southport, Nurseryman Pet Mar 20 Ord Mar 20

COX, GEORGE CHARLES, Lydney, Glos, Baker Pet Mar 21 Ord Mar 21

CROCKFORD, HERBERT JOHN, Kingston upon Hull Labourer Pet Mar 19 Ord Mar 19

DAVIES, DAVID, Treorchy, Glam, Butcher Pet Mar 19 Ord Mar 19

DEE, WILLIAM, Barrow on Humber, Farmer Pet Mar 17 Ord Mar 17

FIELD, CHARLES EDWIN, Oulton Broad, Suffolk, Photographer, Great Yarmouth Pet Mar 21 Ord Mar 21

FIRTH, HERBERT, Gomersal, Yorks, Painter Leeds Pet Mar 20 Ord Mar 20

GREENFIELD, JOHN, Newton st, Holborn, Consulting Engineer High Court Pet Jan 22 Ord Mar 20

GURNEY, WILLIAM HARDING, Loudwater, Bucks, Farmer Aylesbury Pet Feb 28 Ord Mar 21

HARKNESS, JOSEPH ROBERT, Hornaby on Tees, Draughtsman Stockton on Tees Pet Mar 19 Ord Mar 19

HONEYCHURCH, J, Dawes rd, Fulham High Court Pet Jan 30 Ord Mar 20

HOPEKIRK, WALTER JOHN EDWIN, Westow hill, Upper Norwood, Hairdresser Croydon Pet Mar 19 Ord Mar 19

JACKS, JOHN, Liverpool, Tailor Liverpool Pet Mar 21 Ord Mar 21

KIRKPATRICK, HARRY FEARNLEY, Belgrave rd, Gentleman High Court Pet Oct 9 Ord Mar 20

KNOWLES, FRANCIS GORDON, Glossop, Derby, Solicitor Ashton under Lyne Pet Feb 11 Ord Mar 20

KRAMER, NATHAN and MORRIS FROM, Vallance rd, Whitechapel, Trimmings Sellers High Court Pet Mar 3 Ord Mar 20

LE HUQUET, JEAN, Cardiff, Fruit Salesman Cardiff Pet Mar 5 Ord Mar 12

LEWIS, WILLIAM HERBERT, Clifton, Bristol, Engineer Bristol Pet Mar 5 Ord Mar 19

MERMAGEN, LEOPOLD WALDEMAR REGINALD, Brighton Schoolmaster Brighton Pet Mar 20 Ord Mar 20

MOLLER, HENRY THEODORE, Bolton, Insurance Official Bolton Pet Mar 19 Ord Mar 19

MORGAN, JOHN THOMAS, Newport, Mon, Butcher Newport, Mon Pet Mar 18 Ord Mar 19

PIPER, HERBERT, Blythburgh, Walderswick, Suffolk, Miller Great Yarmouth Pet Mar 10 Ord Mar 19

SANGUINETTI, HERBERT SAMUEL, Jermyn st, St James's, Finance Agent High Court Pet Nov 21 Ord Mar 19

SCHLIENGER, ALBERT VICTOR, Bildeston, Suffolk Ipswich Pet Feb 9 Ord Mar 20

SHARPLES, JAMES HERBERT, Bolton, Joiner Bolton Pet Mar 20 Ord Mar 20

SKINNER, JOHN DANIEL, Ashford, Kent, Coach Builder Canterbury Pet Mar 20 Ord Mar 20

SMITH, ARTHUR, Manningham Bradford Bradford Pet Mar 6 Ord Mar 19

STUBBS, WILLIAM HENRY, Kilnhurst, nr Rotherham, Grocer Sheffield Pet Mar 20 Ord Mar 20

TAYLOR, WILLIAM, Hove, Sussex, Greengrocer Brighton Pet Mar 19 Ord Mar 19

TEMPLE, GRENVILLE EDWYN, Scorrier, Cornwall Truro Pet Mar 6 Ord Mar 20

THOURAULT, CYRILLE ARISTOTE, Chiswick, Foreign Correspondent Brentford Pet Jan 16 Ord Mar 21

VAUGHAN, LIZZIE ANN, Chester, Grocerr Chester Pet Mar 20 Ord Mar 20

WAKEHAM, HAROLD, Liverpool Wine Merchant Liverpool Pet Mar 19 Ord Mar 19

WHITEHEAD, HENRY, Scawby, Lincs, Licensed Victualler Great Grimsby Pet Mar 18 Ord Mar 18

YOUNGHUSBAND, RICHARD, Sutton, Surrey, Traveller Croydon Pet Feb 11 Ord Mar 20

YOXALL, THOMAS, Middlewich, Cheshire, Coal Dealer Pet Mar 18 Ord Mar 18

London Gazette—FRIDAY Mar 27.

RECEIVING ORDERS.

ACKROYD, JOSEPH, Eccleshill, Bradford, Fish and Fruit Salesman Bradford Pet Mar 23 Ord Mar 23

BORG, WILLIAM THOMAS, Cromer st, Gray's inn rd High Court Pet Mar 2 Ord Mar 23

BOTTOMLEY, BENJIMAN HARGREAVES, Bradford, Joiners' Labourer Bradford Pet Mar 24 Ord Mar 24

BROOK, NAYLOR, Morley, Yorks, Hosier Dewsbury Pet Mar 25 Ord Mar 25

BROOKS, JOSEPH HENRY, Gelli, Ystrad, Glam, Pipe Fitter Pontypridd Pet Mar 23 Ord Mar 23

COATES, WILLIAM HENRY, Salford, Chauffeur Salford Pet Mar 25 Ord Mar 25

DANKS, CHARLES, Fulham, Journalist High Court Pet Mar 5 Ord Mar 24

GILLISON, HARRY, Hightown, Manchester, Pawnbroker Salford Pet Mar 23 Ord Mar 23

HARRIS, WILLIAM, and STEPHEN HARRIS, Nash, Bucks, Grocers Banbury Pet Mar 25 Ord Mar 25

HUDSON, JOHN, Chilwell, Notts, Lace Manufacturers Nottingham Pet Mar 25 Ord Mar 25

HUMPHREYS, LEWIS, Newtown, Montgomery, Baker Newtown Pet Mar 25 Ord Mar 25

JONES, WILLIAM, Aberystwyth, Cardigan, Builder Aberystwyth Pet Mar 23 Ord Mar 23

JONES, WILLIAM, Penyrheol, near Gorseinon, Glam, Collier Swansea Pet Mar 24 Ord Mar 24

LAMBERT, ARTHUR, Bridlington, Draper Scarborough Pet Mar 24 Ord Mar 24

LEARNED, PERCY, Piccadilly, Company Director High Court Pet Feb 12 Ord Mar 25

LINES, FRANK, Fleur de Lis, Mon, Baker Tredegar Pet Mar 9 Ord Mar 23

MAGEE, WILLIAM, Bath, Restaurant Manager Bath Pet Mar 23 Ord Mar 23

MASKERY, WILLIAM, Erdington, Warwick, Machine Painter Birmingham Pet Mar 24 Ord Mar 24

MCKIE, DAVID REED, South Shields, Grocer Newcastle upon Tyne Pet Mar 23 Ord Mar 23

MILLER, CHARLES, Dorchester, General Dealer Dorchester Pet Mar 23 Ord Mar 23

MILNES, GEORGE BLAMIRES, Bradford, Draper Bradford Pet Mar 23 Ord Mar 23

MOODY, FRANK, Salmons ln, Limehouse, Butcher High Court Pet Feb 24 Ord Mar 25

OLDRENSHAW, THOMAS B, Wealdstone, Middlx, Grocer St Albans Pet Feb 27 Ord Mar 20

POWELL, GEORGE SPARKES, Stroud, Glos Baker Gloucester Pet Mar 23 Ord Mar 23

SAVAGE, ALICE, Swaffham, Norfolk King's Lynn Pet Mar 23 Ord Mar 23

THOMPSON, CHARLES, Leicester Leicester Pet Mar 23 Ord Mar 23

VASSAY, WALTER, Birkbeck pl, West Dulwich, Grocer High Court Pet Mar 24 Ord Mar 24

WEEDALL, JOHN WILLIAM, Winsford, Cheshire, Painter Nantwich Pet Mar 25 Ord Mar 25

WHITEHEAD, RALPH, Wroughton, Swindon Swindon Pet Mar 7 Ord Mar 23

WILLIAMS, FRANK CHARLES, Willesden Green, Butcher High Court Pet Mar 23 Ord Mar 23

WILLIAMS, ROBERT ERNEST, Southport, Journeyman Painter Liverpool Pet Mar 23 Ord Mar 23

WOOD, LOUISA, Dewsbury, Yorks Dewsbury Pet Mar 24 Ord Mar 24

WOODHOUSE, HARRY, Fareham, Hants, Butcher Portsmouth Pet Mar 24 Ord Mar 24

Amended Notice substituted for that published in the London Gazette of Mar 20:

ELIAS, WILLIAM ALFRED, Liverpool, Barrister at Law Liverpool Pet Jan 13 Ord Mar 17